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Current Topics.

New Trustee Investments.

IT WILL be seen from notices which we print elsewhere that
Victorian Government 4½ per cent Inscribed Stock, 1920-25,
and Union of South Africa 4½ per cent. Inscribed Stock,
1920-25, have been added to the list of trustee investments.

Lord Buckmaster.

THE Lord Chancellor, Sir STANLEY BUCKMASTER, has been
raised to the peerage by the style of Baron BUCKMASTER OF
CHEDDINGTON in the county of Buckingham. We assume that
CHEDDINGTON will not be *de rigueur* as in the case of the place
names of some other legal peers, and that we shall be able to
speak of Lord BUCKMASTER without more. The new Lord
Chancellor has thus followed what we recently pointed out was
the more excellent way for a peer, and has retained the name
under which as a commoner he has won distinction.

Politics and Judicial Office.

WE HAVE not been concerned to make any reference to the
trouble, now happily ended, over the Irish Lord Chancellor-
ship, but we can hardly allow to pass unnoticed the statement
that Mr. J. H. CAMPBELL, K.C., is to be consoled at some
future time with a high judicial appointment in England. If
such an arrangement has been made, it is purely a political
matter, and, though the circumstances of political life make it
inevitable that on a change of Government some judicial
appointments should be based on political grounds as well as
on personal merit, there is strong objection to drawing on the
future for claims which cannot be met at the moment. We
are not aware that Mr. CAMPBELL's position at the Bar in this
country—however great his personal qualifications—is such as
to entitle him to look for appointment to the Supreme Court,
and there remains only the House of Lords should Lord
ATKINSON see fit to retire. But this is not a matter for profit-
able speculation. The point is that it is wrong in principle
to make the reversion to judicial office a matter of political
bargaining, even for the purposes of a Coalition Government.

Claims against Enemies Abroad.

WE PRINT elsewhere a notice that the Public Trustee has arranged to keep a record (a) of debts (including bank balances) due to British subjects from persons residing in enemy countries, and (b) of other property in enemy countries (including securities) belonging to British subjects. We presume that this is intended as a step towards some sort of a clearing house at the end of the war for debts due to British subjects from enemies abroad. At the present time the Public Trustee has records of some £97,000,000 of property in this country belonging to enemies (*ante*, p. 515), and this forms a fund against which claims of British subjects against enemies abroad might conceivably be cleared. Of course, these claims would have to be properly established, and the Public Trustee quite distinctly intimates that the acceptance by him of the particulars of a claim in no way commits the Government to responsibility for its correctness, or to taking any action for its recovery on the conclusion of hostilities or otherwise. There is, we presume, no desire in any event to confiscate enemy private property simply as a measure of confiscation, though it is conceivable that appropriation of such property to answer claims here might become a practicable measure, leaving any individual wronged to look for indemnity to his own Government. But this at present is all in the future, and at the close of the war the desire, we hope, of the Governments of belligerent States will be to avoid loss to private individuals.

Fresh Issues of Capital and the Treasury Sanction.

A SOMEWHAT curious position has arisen with regard to the Treasury restriction on fresh issues of capital. On 19th January the Treasury made an announcement that all fresh issues of capital must first be approved by them. This was put upon the ground of the "paramount necessity for husbanding the financial resources of the country with a view to the successful prosecution of the war," and a Committee, of which Lord ST. ALDWYN is chairman, was appointed to consider and advise upon applications for approval of fresh issues. It was seen at the time that the measure had no statutory or other legal sanction, and this was recognized by the late Chancellor of the Exchequer in the House of Commons on 18th May (*ante*, p. 498), and appears also to have been admitted in Court this week in *East India Commercial Co. v. Nilambur Rubber Estates (Limited)* (*Times*, 17th inst.). A certain indirect sanction was, however, introduced by the clause in the Stock Exchange Temporary Regulations (clause 4 (3)), which prohibits dealings in new issues unless they are approved by the Treasury. This, however, does not touch any issue where Stock Exchange dealings are not required, and as to such the Treasury rule is mere *brutum fulmen*—or better, perhaps, mere advice—unless, indeed, as suggested by Mr. LLOYD GEORGE, it can be reached by some special fiscal burden. This, however, is a remote and unlikely course. It appears from the Press that one such issue has been advertised without the sanction of the Treasury, and the Treasury have attempted to enforce their rule by issuing a warning to investors. But this is undignified, and may be futile. It seems clear that if the approval of the Treasury is really required in the national interest, statutory sanction should have been obtained for it in the same way as for other war measures.

The United States and Germany.

WE SAID last week, before seeing the text of the United States reply to Germany, that the fact of Mr. BRYAN'S refusal to concur in it and his consequent retirement gave some hint of its insistent character. But the publication of the Note has shewn that the surmise as to its being an advance on the previous Note is quite wrong. Both, indeed, are framed in dignified and forcible language, but we doubt whether the second Note is in the least more forcible than the first. The first emphasized the fact that submarine warfare as practised by Germany was inconsistent with humanity and the recognized practices of war; it insisted that American citizens were entitled to travel in safety in passenger ships of belligerent nationality, and that the German Government would be held

to "strict accountability." But it gave Germany the chance of disowning the acts of her naval officers and of making reparation as far as possible for injuries which were "without measure." To this Germany returned an evasive answer, alleging various incidents in connection with *The Lusitania* which were said to justify the attack on her: that she was armed, and that she carried contraband and Canadian troops. To these allegations the United States second Note returns a categorical denial, while at the same time it properly treats them as irrelevant. Whatever may be the other facts regarding *The Lusitania*, "the principal fact is that a great steamer, primarily and chiefly for the conveyance of passengers, carrying more than 1,000 souls who had no part or lot in the conduct of the war, was torpedoed and sunk without so much as a challenge or warning, and that men, women, and children were sent to their death in circumstances unparalleled in modern warfare." This, of course, is the outstanding fact, and in insisting on it the Government of the United States says that it "is contending for something much greater than the mere rights of property and the privileges of commerce. It is contending for nothing less high and sacred than the rights of humanity which every Government honours itself in respecting, which no Government is justified in resigning on behalf of those under its care and authority. Only her actual resistance to capture or refusal to stop when ordered to do so for the purpose of visit could have afforded the commander of the submarine any justification for so much as putting the lives of those on board the ship in jeopardy." This is saying over again, in no stronger language, what had been already said in the first Note, and Mr. BRYAN'S resignation remains for the present unexplained. It seems probable that, partly by delay, and partly by the efforts of Germany to confuse the issue by complaining of the British blockade—itsself a measure of reprisal against Germany's initial violation of the rules of war and the principles of humanity—*The Lusitania* incident will gradually fade into the background. We are not sure that, as between the United States and Germany, we have reason to wish for any other result. The sinking of *The Lusitania*, and the wrongs to non-combatants elsewhere, are crimes which Germany will not quickly expiate, and which will not be forgotten, and no action on the part of the United States can undo them.

Magna Carta.

THERE OCCURRED this week the seventh centenary of *Magna Carta*, which King JOHN signed at Runnymede on 15th June, 1215. That famous document has long been regarded as the Palladium of British Liberties, and yet there is not one of our great historical documents the precise origin and intent of which has caused so great a difference of opinion among scholars. It is not even certain who precisely were the "Barons" who forced the King to place his hand and seal upon the Charter; according to one theory they were the "*barones*" or "freemen" of England, nobles, yeomen and burghers alike, as opposed to the "*villeins*" and holders of "*villein*" tenancies; according to another—and probably sounder—theory they were the tenants-in-chief of the Crown or possessors of manorial rights. These included, of course, the Greater Barons or holders of six manors, the lesser barons or holders of a single manor, the ecclesiastical corporations who possessed secular (i.e., manorial) jurisdiction on their domains, and such of the municipal corporations as had bought of the King or a great lord (lay or spiritual) the "*firma burgensis*," or manorial rights over their town. Another point in dispute is whether the Charter was a democratic achievement intended to safeguard the rights of the people, or a feudal and reactionary triumph of the landed gentry over the Crown which was maintaining popular rights. The former view is the traditional view, best and most unequivocally expressed by Sir EDWARD COKE, who regarded the Constitution of England as merely a commentary on *Magna Carta*. The latter view is that held more or less tentatively by many eminent modern scholars, such as Dr. HORACE ROUND and the late Professor MAITLAND, who regarded the Barons as interested only in maintaining their own

privileges. But in so doing they incidentally claimed rights and privileges for all freemen—such as the famous "*judicium parium*," and in this way a class triumph became the foundation of universal liberty. The best account of the Charter itself and of these conflicting theories is that contained in Mr. MACKEONNIE'S treatise on "*Magna Carta*," which is a mine of learning on all the fascinating problems of legal history arising out of the famous "*Articles*" which the modern science of historical jurisprudence has elucidated. Whatever be the real truth about the origin of *Magna Carta*, its development by our common law judges of the seventeenth and eighteenth centuries into a great bulwark of liberty is undoubted, and to this day the advocate whose client has come into conflict with bureaucratic authority finds in its provisions the great general maxims on which he grounds his case.

State Control of Liquor Traffic.

UNDER THE Defence of the Realm (Amendment) (No. 3) Act, 1915, passed on 19th May (*ante*, p. 548), there is power by Order in Council to define areas in which the liquor traffic shall be subject to State control. This may be done on the ground that war material is being made or loaded or unloaded or dealt with in transit in the area, or that men belonging to the naval or military forces of the Crown are assembled in the area; and special regulations may be made by Order in Council and applied to any such area. We print elsewhere a set of regulations which have been made under the Act. These constitute a Central Control Board (Liquor Traffic), though the members of this appear to have been previously appointed, and are, it has been stated, Lord D'ABERNON (chairman), Major WALDORF ASTOR, M.P., Mr. NEVILLE CHAMBERLAIN, Mr. E. R. CROSS, Mr. JOHN DENNY, Mr. JOHN HODGE, M.P., Sir WILLIAM LEVER, Sir GEORGE NEWMAN, M.D., Mr. JOHN PEDDER, C.B. (Home Office), Mr. R. R. SCOTT (Admiralty), Mr. PHILIP SNOWDEN, M.P., and Mr. W. TOWLE (recently manager of hotels, Midland Railway), the secretary's office being at 76, Strand. The Board will have power (a) to close licensed premises or clubs in the area, either for all purposes or only for the sale or supply of intoxicating liquor; (b) to regulate the hours during which such places may be kept open; (c) to prohibit the sale or supply of specified liquors; (d) to impose conditions or restrictions on such sale or supply; (e) to regulate the introduction of liquor into, and its transport within, the area; and (f) to place any licensed business under supervision. The Board may also themselves undertake the exclusive sale and supply of intoxicating liquor within the area, and may make provisions for the prevention of the practice of treating. They are to have power to acquire licensed or other premises compulsorily or by agreement, and the procedure for compulsory acquisition is prescribed. By the like procedure they may acquire any business carried on in premises within the area, and may carry on the business of the sale and supply of intoxicating liquor without being subject to the licensing law. Special interest attaches to regulations 13 and 14. Under the former any obligations on the licence-holder which he is precluded from fulfilling are to be suspended. Under the latter licences are to be suspended where the licence-holder is temporarily prevented from carrying on his business, and he is to be entitled to repayment or remission of excise duty. Offences under the Act are, so far as we notice, made summary offences under the Defence of the Realm (Consolidation) Regulations, the penalty being up to six months' imprisonment and a fine of £100, with forfeiture of any goods in respect of which the offence is committed (regulation 21). These will be tried by a court of summary jurisdiction. We have not noticed so far any order defining areas within the regulations.

The New Defence of the Realm Regulations.

WE PRINT elsewhere a new set of Defence of the Realm Regulations. The references to the Consolidated Regulations of 28th November, 1914, and the amendments made since were given in a note last week (*ante*, p. 548) on the amending regulations of 2nd June. The present set include some very important provisions. Under section 150 of the Factory and Workshop Act, 1901, the Home Secretary is empowered, in case of public emergency, to exempt from the Act factories or work-

shops where Crown work is being done. This is now extended to any factory or workshop where by reason of the loss of men through enlistment or transference to Government service, or of other circumstances arising out of the war, exemption is necessary to secure the carrying on of work which is required in the public interest. New regulations are introduced with reference to the extinguishment of lights. These follow the lines of the existing regulations 11 and 12, but breach of an order of the Home Secretary or any persons authorized by him is made a summary offence only—and therefore punishable only by a court of summary jurisdiction—and in the absence of a police constable, any soldier or sailor on sentry, patrol or other similar duty is empowered to enter any premises and extinguish or obscure the offending lights. This latter provision is new. Extinguishing orders may also be made by the naval or military authorities, and a breach of these is more serious; the new regulations do not reduce it to a summary offence. There is also a new regulation restricting the carrying of lights on vehicles. A new regulation confers on the Home Secretary power to subject to special restrictions or to internment persons of hostile origin or associations. Presumably this is aimed at naturalized British subjects of enemy origin and at neutrals, and there may be legal justification for the regulation in sect. 1 (1) (e) of the Defence of the Realm Consolidation Act, 1914. But it is quite different from internment of alien enemies—itself a policy to be adopted only as an exceptional measure and on very strong grounds—and it may be doubted whether there is power to interfere with naturalized British subjects or neutrals unless it is expressly given by statute. None of the existing Defence of the Realm Acts appear to give power to go behind certificates of naturalization. As Parliament is sitting there would be no difficulty in getting statutory authority for the regulation, if it is really required, and in any case the point should be cleared up. The Amending Regulations of 23rd March (*ante*, p. 368) provided by reg. 56A for the procedure or trial by a civil court of offences under the Regulations, and this may involve a sentence of death. It is now provided that such a sentence shall not be enforced unless the jury find that the offence was committed with the intention of assisting the enemy. This is apparently by way of precaution, for under the Defence of the Realm Consolidation Act, 1914, and the Amendment Act, 1915, sentence of death can only be pronounced when it is proved that the offence was committed with the intention of assisting the enemy.

The Prerogative Writ of *Mandamus*.

THE RECENT case of *R. v. His Honour Judge Mulligan* (*Times*, 15th inst.) illustrates well a fundamental rule which governs the issue by the High Court of the high prerogative writ of *mandamus*. "The reason why we grant these writs," said Lord HARDWICKE in *R. v. Wheeler* (Cas. temp. Hard. 99), "is to prevent a failure of justice, and for the execution of the common law, or of some statute, or of the King's Charter, and never as a private remedy to the party." Hence, although the High Court will prevent failure of justice in an inferior court by the issue of a rule to the judge therein, commanding him to hear and determine according to law some cause he has refused so to determine, yet the applicant will not get his rule if any other remedy is open to him: see *Re Barlow* (1861, 30 L. J. Q. B. 271) where it was said: "It is well settled that where is a remedy equally, convenient, beneficial, and effectual, a *mandamus* will not be granted. This is not a rule of law, but a rule regulating the discretion of the courts in granting writs of *mandamus*." It follows that the applicant must have made a definite request, and received a definite refusal to perform the duty requested, before he takes out his writ. Where the Court considers that the refusal has been merely temporary, and could have been overcome by an effort of persuasion by the applicant, they will not usually assist him with this writ (*R. v. Cornwall Justices*, 1903, 2 K. B. 178). The moral is that an applicant, however aggrieved by the perversity of an inferior court or outraged by the manner of a judicial refusal, should not be in undue haste to ask for this high prerogative writ. Even if he does get justice, he may fail to get costs, and this is curiously illustrated by the case on which we are commenting.

Mandamus to a County Court Judge.

THE FACTS of *R. v. Mulligan* (*supra*) are instructive. A native of Nassau, named Ehrmann, who left his native country after its annexation to Prussia in 1866 and became a naturalized British subject in 1877, applied in November of last year to Judge MULLIGAN for a commitment order against a debtor; he had recovered judgment and also an order on a judgment summons before the outbreak of war. Judge MULLIGAN took it upon himself to raise the point, whether or not the plaintiff was an alien enemy, and held that he must be presumed to be one, because of his German name, until he proved the contrary. He adjourned the application to enable the plaintiff to produce such evidence, but the latter considered that the judge had no power to adopt such a course, since there was no dispute about the fact of his residence in England, and it is for the defendant to raise the point of alien enemy if he wishes to rely on it. Instead of attending the adjournment he applied for a *mandamus* and obtained the usual rule *nisi*. Before the day fixed for the return of the writ, the judge—who had meanwhile dismissed the summons on the plaintiff's refusal to appear at the adjournment—restored the summons to his list, heard the case on its merits, and found that the debtor had not sufficient means to pay. In delivering his judgment he made attacks on persons of German origin of a very unjudicial kind—a course which the Divisional Court subsequently declared to have been very out of place on the part of a judge; but this we need not do more than mention, since it did not affect the issue. On the return of the writ, there was no occasion to make absolute the rule *nisi* since the judge had now determined the cause; but the question arose as to whether Judge MULLIGAN should pay the costs. The Divisional Court refused to make him do so. The application for a *mandamus* was, in their opinion, premature. The plaintiff should have attended at the adjournment or subsequently thereto and pointed out to the judge that there were quite clear decisions of the higher Courts which proved his attitude to be wrong, and then, the Divisional Court held, no doubt he would have heard the case. But is it so easy as all this implies to convince a county court judge that he is in the wrong?

Settled Legacies and Estate Duty.

AN ESTEEMED correspondent, whose letter we print elsewhere, calls attention to an inconvenient result of the abolition of settlement estate duty in cases where a settled legacy is given free of duties. His letter is suggested by the case of *Re Snape* (reported elsewhere). There a legacy of £6,000 "free of all duty" was left on trust for a tenant for life, and then for her children. The testatrix died in January, 1913. The tenant for life was still living. Under the Finance Act, 1894, settlement estate duty was payable on such a legacy, and no further duty would be payable on the death of the tenant for life. Under section 14 of the Finance Act, 1914, this is altered, and estate duty will be payable on the death of the tenant for life, subject to abatement in respect of the settlement estate duty paid. The question was whether this future estate duty would be payable out of the legacy or out of the residue. Mr. Justice EVE held that it was payable out of the legacy on the ground that the liability had accrued after the testatrix's death, and therefore, as a matter of construction, the payment was not included in the direction "free of all duty." Hence in due course it will be paid out of the legacy and no difficulties will arise. But the learned Judge observed that there would be practical difficulties in an opposite result—that is, in making the future duty payable out of residue—and our correspondent points out that these difficulties will, in fact, arise in future cases unless they are provided against, and the final distribution of the residue may be delayed for many years in order to provide for the duty. Commutation of the duty might be arranged, but, in addition to the point made by our correspondent that the Commissioners are not bound to commute under the Finance Act, 1894, s. 12, there is the further point that this can only be done on the application of a person entitled in expectancy. This seems to apply to a remainderman, and not to executors who desire to clear the residue. Our correspondent makes various suggestions which

deserve consideration, and it seems to us at the moment that his third suggestion—to confine the direction for freedom from duties to duty payable at the testator's death—is the most useful. This gives effect so far as is conveniently practicable to the testator's desire to give his trust legacies free of duty.

Novation of Written Contracts.

AN ancient principle of law which has been very variously stated in the text-books and in the cases came up in *Williams v. Moss's Empires (Limited)* (*Times*, 21st May), before a Divisional Court (SHEARMAN and SANKEY, JJ.). In July, 1911, the plaintiff, a music hall artist, entered into a written contract by which he agreed to perform for a company of music-hall proprietors at various dates extending over three-and-a-half years. It is obvious that such a contract is incapable of being completely performed on both sides within the period of a year, and therefore by section 4 of the Statute of Frauds it must be evidenced by a memorandum in writing. In August, 1914, before the termination of the contract by expiry of time, the war broke out, conditions in the world of entertainments altered, and as the result of negotiations between music-hall proprietors and the Variety Artists' Federation a scheme was adopted which provided that for twelve weeks the artists should accept, instead of their agreed salaries, a proportion of the gross receipts of the entertainments. It may be taken as a finding of fact that the plaintiff verbally assented to this scheme, and at any rate took the benefit of it in such a way as to constitute an implied agreement to abide by it on his part. But is such parol variation of a written contract valid and enforceable at law? The county court judge who heard the case in the first instance thought not; but the Divisional Court, in our view rightly, overruled him.

Now, anyone who looks up the authorities on this point cited in the text-books will find a confusion of apparently inconsistent cases, and it may be convenient to dismiss them for the moment and think out the matter on first principles. What is meant by the phrase "variation of a contract"? It means termination of an existing contract and the substitution of another contract for it. The new contract need not differ much from the old one; its terms may be the same, with one or two insignificant exceptions; but it is a new contract. Consequently, two acts in the law must take place simultaneously—the discharge of an old contract and the formation of a new one. The agreement which effects this simultaneously must therefore comply with two sets of rules, (1) the rules which govern a valid discharge of an old contract, and (2) those which govern the valid formation of a new one. These two sets of rules are the Seylla and Charybdis between which the altered agreement must successfully steer if it wishes to escape shipwreck. Let us consider each a little in detail.

A contract, it is trite law, may be terminated in quite a number of ways. First, there is performance or completion by both parties of their promises; secondly, there is the happening of some event which, by a term of the contract or by operation of law, determines it; thirdly, there is release under seal; fourthly, there is accord and satisfaction; and fifthly, there is mutual waiver by each party of the other party's promise in consideration of a similar release of his own promise. The last three modes constitute what ANSON calls rescission of a contract by subsequent agreement; i.e., a new contract between the parties discharges the old one.

It is obvious that if the parties to the sale of land or any other contract required in law to be evidenced by writing wish simply to end it, there is nothing to prevent them doing so by a parol mutual waiver. It may be that they cannot do so at common law, but in equity they certainly can. In *Price v. Dyer* (17 Ves. 363) the doctrine was thus expressed:—"A written agreement may be so far waived by parol that the Court will refuse the interposition of its equitable jurisdiction to enforce it. But . . . the waiver spoken of in the cases is an entire abandonment and dissolution of the contract, restoring the parties to their former situation." In such a case, indeed, the parties have merely to conform with the rules governing the valid termina-

tion of an existing contract; they are not concerned with the Statute of Frauds or any other rules which apply solely to the valid formation of a new contract.

But in novation, as we have pointed out above, the mutual waiver does more than merely terminate an existing contract. Each party releases the other from his old promise, it is true, but does so in consideration of a new promise; and these two mutual new promises form a new executory contract. This new contract, then, must be validly formed. It must conform with all rules, all ceremonial requisites, which are essential to the formation of the new contract. Hence, if it relates to the transfer of an interest in land, or other matter which under section 4 or section 17 of the Statute of Frauds (now section 4 of the Sale of Goods Act, 1893) requires written evidence, it must have such evidence. Otherwise it is unenforceable under the terms of the statute. And if the two new promises are unenforceable, then there is no consideration for the release of the old promises, and the old contract remains in being. But, if the new contract does not affect any matter governed by the statutes, then it need not be in writing; a parol contract is quite sufficient, and terminates the old as well as sets up a new contract.

The principle, then, is simple enough. A contract which requires writing under the Statute of Frauds can be varied by a parol contract, provided that the terms of that parol contract do not require to be in writing, so that in such a case the new contract is itself valid. But the original contract cannot be varied by a parol contract when that parol contract is one which needs a memorandum in writing, for such new contract is itself worthless. But in mere rescission of a contract, as opposed to novation, the contract of mutual waiver can rarely have a subject requiring such written evidence and therefore is nearly always valid.

This apparently subtle but really simple point can perhaps be best illustrated by a brief reference to three of the leading cases upon it. In *Moore v. Campbell* (10 Ex. 323), goods worth more than £10 were sold under a written contract which provided for their delivery from a quay; afterwards the purchaser verbally consented to a variation of the contract which provided for the warehousing of the goods instead of their delivery from the quay. The Court held that this verbal variation of the contract was void, since it related to the sale of goods over £10 in value and therefore must be evidenced by writing or in some of the other ways permitted by section 17 of the Statute of Frauds. This case was followed in *Noble v. Ward* (L. R. 2 Exch. 135), where again the contract related to the sale of goods exceeding £10 in value; before the time for delivery the parties made a parol agreement extending the time. This was held to be void, since it did not conform with the Statute of Frauds. Here the invalidity of the novation had a double effect: (1) it prevented the new bargain being valid, and (2) it prevented the vendor relying on the novation as a rescission of the old contract; he had attempted to do so on the ground that it was a new promise inconsistent with the old promise, and so avoided that old promise.

Again in *Vezey v. Rashleigh* (1904, 1 Ch. 634), Mr. Justice BYRNE held that a mining lease for a period of twenty-one years could not be varied in its terms by a new bargain arrived at in an interview between the lessor and the lessee. This is obviously right, since the new bargain constitutes a new lease and under the statute must be in writing and under seal. But, rather unfortunately, Mr. Justice BYRNE, in his judgment, put the ground of his decision on a wrong principle which is thus succinctly expressed in the headnote: "Parol evidence is not admissible to prove a subsequent agreement to vary the terms of a contract in writing and required by law to be in writing, although it can be admitted to prove rescission of such a contract." This, of course, is incorrect; the real test is that explained in *Noble v. Ward* (*supra*), namely, whether or not the novating contract has terms, which, in law, require written evidence. This was pointed out, in commenting on *Vezey v. Rashleigh*, by the Court which decided *Williams v. Moss's Empires (Limited)* (*supra*).

It will now be abundantly clear that there was nothing in the variation relied on in *Williams v. Moss's Empires (Limited)* which prevented the novation from being validly effected by parol.

The new agreement released the old promises of artists and proprietors in return for a new bargain which was expressed to last only for twelve weeks, and related only to the division of profits, and the Statute of Frauds has nothing to do with any such agreement. That being so, the parol agreement was valid and, being valid, was sufficient (1) to terminate the old contract of service, and (2) to constitute a new contract of service on new terms; and so the Divisional Court decided.

Reviews.

Partnership.

A DIGEST OF THE LAW OF PARTNERSHIP, WITH FORMS AND AN APPENDIX ON THE LIMITED PARTNERSHIPS ACT, 1907; TOGETHER WITH RULES AND FORMS, 1907, 1909. By The Rt. Hon. Sir FREDERICK POLLOCK, Bart., D.C.L., Barrister-at-Law. TENTH EDITION. Stevens & Sons (Limited). 10s.

In the preface to the present edition of his useful work on partnership, Sir Frederick Pollock narrates how the Partnership Act, 1890, was the result of a draft Partnership Bill which he prepared in 1879. This included provisions for private partnerships with limited liability, and also for establishing universal and compulsory registration of firms. But limited partnership did not win recognition till the Limited Partnerships Act, 1907, and the principle of the registration of firms has not yet been accepted. It may still be a question whether limited partnership is really required, having regard to the facility for attaining the same object by means of private companies; but Sir Frederick Pollock welcomes it as doing "in a direct and honest fashion what the one-man company does, at best, indirectly." As to the Partnership Act, the provisions of section 2, as to the effect of a receipt of a share of profits in constituting a partnership, still prove what is, perhaps, the leading difficulty of the Act, and it may be too much to expect, as Sir Frederick suggests, that they are rendered obsolete by the Limited Partnerships Act. Doubtless that offers a means of advancing money for a business without incurring liability as a partner, but we imagine that this is still frequently done without the statutory formalities. Section 34 of the Partnership Act, 1890, provides that a partnership shall be dissolved on the happening of any event which makes the carrying on of the business unlawful, and in this connection Sir Frederick introduces a note on the effect of war on partnerships, founded mainly on the judgment of the Court of Appeal in *Porter v. Freudenberg* (*ante*, p. 216; 1915, 1 K. B. 857). The subjects of procedure in actions by and against partners, procedure in bankruptcy against partners, and administration of partnership estates, which are outside the scope of the Partnership Act, are dealt with in Part II. The Limited Partnerships Act and Rules are given in an appendix. The work is a concise and very convenient guide to the law of partnership.

Public Entertainments.

THE LAWS OF PUBLIC ENTERTAINMENTS, THEATRES, MUSIC AND DANCING, STAGE PLAYS, CINEMATOGRAPHS, COPYRIGHT, SUNDAY PERFORMANCES, CHILDREN, THEATRICAL CASES AND SPECIMEN CONTRACTS. By ALFRED TOWERS SETTLE and FRANK H. BABER, Barristers at-Law. Sweet & Maxwell (Limited). 7s. 6d.

The matters which are the subject of this book depend mainly on statute law, and the authors first give, with annotations, the whole or the relevant parts of such statutes as the Theatres Act, 1843, the Copyright Act, 1911, the Cinematograph Act, 1911, the Dangerous Performances Act, 1897, and the Children Act, 1908. The Baths and Washhouses Act, 1899, is *prima facie* not quite a suitable topic, but a recent case—*Attorney-General v. Shoreditch Borough Council* (*ante*, p. 439)—has called attention to the fact that baths may be used, under suitable circumstances, as places of entertainment other than aquatic. The statutes are followed by a digest of cases on theatrical contracts, and the Appendix contains a specimen contract and other useful matter, including the Lord Chamberlain's Regulations as to Theatres, and the relevant rules of the London County Council.

Books of the Week.

Juridical Review.—Vol. 27, No. 2, May, 1915. W. Green & Son (Limited).

Emergency Legislation.—Manual of Emergency Legislation. Financial Edition. Comprising All the Acts of Parliament, Proclamations, Orders, &c., Passed and Made in Consequence of the

War Especially Affecting Financial Interests to June 4th, 1915. Edited by ALEXANDER PULLING, C.B. Wyman & Sons (Limited). 1s.

Divorce.—Divorce as It Might Be. By E. S. P. HAYNES. W. Heffer & Sons (Limited). 2s. net.

Correspondence.

Settled Legacies and Estate Duty.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Where a tenant for life under a will dies after the 15th August, 1914, estate duty becomes payable on the death of such tenant for life, notwithstanding that it may have been already paid on the death of the testator.

In the case of *Re Snape, Elam v. Phillips* (W. N., 5th June, 1915, p. 226), the testatrix bequeathed a trust legacy "free of all duty." He died before the Act came into operation. The tenant for life was still living. Mr. Justice Eve held that the future estate duty which would become payable on the death of the tenant for life would be payable out of the legacy, and not out of the residue, the ground of the decision being that the operation of the gift must be determined with reference to the duties imposed at the date of the testator's death, and ought not to be extended to duties imposed subsequent to that date.

His lordship said that "very serious difficulties would present themselves in any attempt to give effect to" the opposite contention.

It seems clearly to be inferred that if the testatrix had died after the Act, the direction that the trust legacy was to be free of all duties would apply to the future duty, and that such duty would have to be provided for out of the residue, although it might not become payable for forty or fifty years and although the amount of it would be uncertain. (The property might increase or decrease in value during the lifetime of the tenant for life. Even the rate of duty might be unknown.)

This common case therefore would seem to present the "very serious difficulties" which Mr. Justice Eve was able to avoid in *Re Snape*.

How are they to be met? One way would be by commuting the duties, but future duties cannot be commuted as a matter of right. "The Commissioners in their discretion . . . may commute" (Finance Act, 1894, s. 12).

It occurs to me (and this suggestion is the object of my letter) that in preparing wills containing trust legacies it might be well either (1) to omit all words referring to duty, or (2) to say "free of legacy duty," or (3) to say "free of all duty payable on the testator's death."

It will, of course, be borne in mind that in the ordinary course estate duty payable on the death of a testator is not to be deducted from a legacy of personal estate, even without words of exoneration.

In the absence of some such qualification as I have suggested there seems to be a dangerous trap for trustees, who, having paid all duties actually payable, may unwarily distribute the residuary estate without providing for the future duty on the trust legacy.

W. H. W.

[See observations under "Current Topics."—Ed. S.J.]

CASES OF THE WEEK.

House of Lords.

EASTWOOD v. ASHTON. 20th and 22nd April; 10th June.

VENDOR AND PURCHASER—CONDITIONS NEGATING COMPENSATION—CONVEYANCE—PARCELS—PLAN—FALSA DEMONSTRATIO—IMPLIED COVENANTS FOR TITLE—OMISSION TO PREVENT ACQUISITION OF TITLE UNDER STATUTE OF LIMITATIONS—LIABILITY OF VENDOR—DAMAGES—CONVEYANCING AND LAW OF PROPERTY ACT, 1881 (44 & 45 VICT. C. 41), s. 7, SUB-SECTION 1 (A).

Description of property as B. H. Farm, in the occupation of certain tenants, with correct measurements added.

Held, restoring the judgment of Sargant, J. (1913, 2 Ch. 39), that, on the true construction of the conveyance, a small strip of land which had formerly formed part of B. H. Farm, but as to which it was admitted, for the purposes of this action, that at the date of the conveyance an adverse title under the Statute of Limitations had been acquired by adjoining owners, could not be rejected as falsa demonstratio, and was included in the conveyance.

Decision of Court of Appeal (58 SOLICITORS' JOURNAL, 152; 1914, 1 Ch. 68) reversed.

Appeal by the purchaser, the plaintiff in the action, in which he claimed damages from the defendant for breach of his implied covenants for good right to convey, for quiet enjoyment and for further assurance, in conveying as beneficial owner a small strip of land some 100 ft. long by 36 ft. wide, included in lot 4, consisting of 84 acres, sold by auction on 4th May, 1911. The defendant conveyed to the

plaintiff the land sold, which was described as "all that farm . . . in the called Bank Hey Farm, in the parish of Blackburn . . . in the occupation as to part thereof by Thomas Haydock . . . and as to the remainder thereof by Charles William Cartman, all of which said premises are more particularly described on the plan endorsed on these presents, and are coloured red, in such plan." The disputed strip of land was bounded on the east side by a piece of land belonging to one Chadwick, and on the west by the Lancashire and Yorkshire Railway; and Sargant, J., held, upon the evidence, that a title adverse to the defendant had been acquired by the railway company to the western half of the strip, and by Chadwick to the eastern half, by lapse of time and undisputed possession. He gave judgment for the plaintiff for £315, holding that, upon the true construction of the conveyance, the disputed strip was included in the parcels conveyed, and that a condition negating the payment of compensation for any error, omission or misdescription did not, after the execution of the conveyance, prevent the purchaser recovering damages against the vendor under the covenants for title implied by his conveying as beneficial owner, and assessed the damages as the difference in value between the land purported to be conveyed and the land which actually passed to the purchaser. The defendant appealed. The Court of Appeal reversed the decision of Sargant, J., holding that, upon the true construction of a conveyance to a purchaser, a strip of land which had been acquired by adjoining owners by adverse possession under the Statute of Limitations, but which had by mistake been included in the parcels expressed to be conveyed, as being coloured red upon the plan indorsed on the conveyance, did not pass to the purchaser, the inclusion on the plan being rejected as falsa demonstratio. The plaintiff appealed.

THE HOUSE took time for consideration.

EARL LOREBURN, giving judgment, said that Sargant, J., held that the strip in question was included in the conveyance. The Court of Appeal thought differently, and it had caused him much misgiving to find himself in difference with such very great authority upon such a point. But he felt bound to act on his own view. He could not think that the description of the land in the letterpress was "certain definite, satisfactorily ascertained property," as the Master of the Rolls expressed it. He observed that the Court of Appeal treated all the land as occupied by one of the two tenants, which was admitted not to be the case according to the legal meaning of occupation. He knew of no rule requiring their lordships first to examine the letterpress and to discard the plan if they thought the letterpress alone sufficiently clear. The whole must be looked at, and it might be that the plan would shew that there might be less clearness in the text than might appear at first sight. It was so in this case, certainly as to the part not in the occupation of either tenant, and it was so also as to the strip in dispute. The strip of land had been occupied by a railway company so long that they could not be disturbed, and the vendor had taken no steps to protect himself against the growth of such a title; in fact, he suffered a sleeper fence to be erected on his land by the railway company. He had clearly "omitted" to defend his own right, and lost it by reason of that omission. Accordingly he was liable on the implied covenant. The appeal, therefore, must be allowed.

LORDS PARKER, SUMNER, PARKMOOR, and WRENBURY read judgments to the like effect. Order accordingly that the appeal be allowed, and the judgment of Sargant, J., restored.—COUNSEL, for the appellant, *Romer, K.C.*, and *T. Tindal Method*; for the respondent, *Alexander Grant, K.C.*, and *G. B. Rushleigh*. SOLICITORS, *Ravele, Johnstone, & Co.*, for *Read & Eastwood, Blackburn*; *Witham, Roskell, Munster, & Weld*.

[Reported by *ERSKINE REID, Barrister-at-Law*.]

Court of Appeal.

NAPIER v. NAPIER (otherwise **GOODBAN**). No. 1. 7th June.

DIVORCE—NULLITY OF MARRIAGE—WILFUL AND PERSISTENT REFUSAL BY WIFE TO ALLOW MARRIAGE TO BE CONSUMMATED—NO EVIDENCE OF PHYSICAL ABNORMALITY OR INCAPACITY—MATRIMONIAL CAUSES ACT, 1857 (20 & 21 VICT. C. 85), s. 22.

The wilful and persistent refusal of marital intercourse by either party to a marriage is not a ground for a decree of nullity, except so far as it is evidence of some abnormal physical condition of such party rendering him or her incapable of consummating the marriage. In the absence of evidence from which the Court must infer physical incapacity a decree of nullity will be refused.

Dickinson v. Dickinson (58 SOLICITORS' JOURNAL, 32; 1913, P. 196) overruled.

Appeal by the petitioner from a decision of Sir Samuel Evans, P. (reported 59 SOLICITORS' JOURNAL, 287). The petitioner, Cecil Charles James Napier, sought a declaration that his marriage with the respondent, Evelyn Marie Napier (otherwise Goodban), was null and void, on the ground that she had wilfully and persistently refused to permit the petitioner to consummate the marriage. The parties met and became engaged in 1906, when the petitioner was only sixteen years of age, though looking much older, the respondent being twenty-four. The engagement was at first kept secret, but the respondent's mother became aware of it in February, 1907. The marriage took place at the Registry Office, Wareham, on 19th March, 1907, it having previously been arranged, at the wife's suggestion, that it should be kept secret, and that they should not live together for a time because of the illness of the respondent's father, who was suffering from a nervous breakdown. They parted and returned to their respective homes after the marriage, but wrote affectionate letters to each other during the next two or three weeks. In one of the letters the respondent invited the petitioner to

come and stay with her at Ilfracombe, where she was stopping with her parents, and he did so for one night, when the respondent refused to allow the marriage to be consummated, reminding him that her parents had not been informed of it. The next day the mother was informed of the marriage by a clerk to the petitioner's solicitors. The petitioner left the same day, and since then had never seen the respondent at all. He went to Scotland for about two years, then to Norfolk, and in 1910 to South Africa. He made no further effort to see his wife before leaving England, but there was some correspondence between them, until the mother wrote saying that the father had heard of the marriage and was very angry, and that it would be better for the parties not to see or hear from each other any more. While in Africa the petitioner wrote, through his solicitors, suggesting a resumption of correspondence with a view to cohabitation, and they informed him that she refused to live with him either then or in the future. In April, 1914, he returned to England, and wrote to the respondent a letter in which he said he had never ceased to love her, and that his dearest wish was for her to come and live with him as his wife. A reply was received from the respondent's solicitors, who said that the respondent refused to live with the petitioner. The present petition was then filed, but the respondent entered no appearance thereto. Sir Samuel Evans, P., in a considered judgment, held that, on the facts, there had not been such a wilful and persistent refusal on the part of the wife as to bring the case within his decision in *Dickinson v. Dickinson* (1913, P. 198), there having been, in his lordship's opinion, no real effort on the husband's part to bring about marital relations, and he dismissed the petition. The petitioner appealed. *Cur. adv. vult.*

THE COURT dismissed the appeal.
Lord COZENS-HARDY, M.R.—This is an appeal from a judgment of the President, declining in an undefended action to grant to the husband a decree of nullity of marriage. It is important to remember that it is not a proceeding to dissolve the marriage. It falls under section 22 of the Act of 1857, under which the Court is bound to proceed and act, and give relief on principles and rules which, in the opinion of the Court, shall be, as nearly as may be, conformable to the principles and rules on which the Ecclesiastical Courts had theretofore acted and given relief. The Ecclesiastical Courts did not dissolve a marriage; they only declared there had been no marriage at all. The present position is not based on any allegation of impotence; it is based upon the allegation that the marriage, which took place in 1907, was never consummated, and that the wilful and persistent refusal of the wife was the reason for non-consummation. The learned President held, upon the evidence before him, that there had not been a wilful and persistent refusal on the part of the wife, and that the case did not fall within his own decision in *Dickinson v. Dickinson* (1913, P. 198). On the appeal further evidence, consisting of letters, was admitted, and I assume that the facts are now brought within the principles laid down in that case. It becomes, therefore, necessary to consider whether *Dickinson v. Dickinson* ought to be followed. In my opinion refusal of marital intercourse cannot be relied upon as a ground for a decree of nullity, except so far as it may, under certain circumstances, be regarded as evidence of some abnormal physical condition. Nothing of that kind is alleged here. It is not for us to say whether the wife's conduct has been such as the Legislature might properly consider to be a ground for a dissolution of marriage. We are only exercising a statutory jurisdiction, and we must, in the present case, confine ourselves to the limits imposed by section 22. I have had the advantage of considering the judgment which Pickford, L.J., is about to deliver, and after his careful investigation of the principles and rules on which the Ecclesiastical Courts acted, I think it would be a waste of time to attempt to cover the same ground. With great respect to the President, I think that *Dickinson v. Dickinson* ought not to be followed, and for that reason I think his decision in the present case should be affirmed and the appeal dismissed.

PICKFORD, L.J., delivered judgment to the same effect, reviewing the law on the subject since 1600, and referring to a number of authorities. The Ecclesiastical Courts never accepted non-consummation as a ground for nullity unless it could be referred to impotence or incapacity existing at the time of the marriage. The amount and nature of the evidence required to prove such incapacity varied from time to time, but the necessity of establishing it had never varied. Wilful and wrongful refusal being a matter arising after marriage, could never have been a ground of nullity in the Ecclesiastical Courts, and therefore could not be so now. Until *Dickinson v. Dickinson* there was no instance of any relief being granted under the Act of 1857 on such a ground. The inference of incapacity was no legal fiction, but one of fact to be drawn from the evidence in each case.

WARRINGTON, L.J., delivered judgment to the same effect.—COUNSEL, Barnard, K.C., and Le Bas. SOLICITORS, Markby, Stewart, & Co.
[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

LANG v. LANG. Sir Samuel Evans, P. 4th June.

DIVORCE—RESTITUTION OF CONJUGAL RIGHTS—RESPONDENT ON ACTIVE SERVICE ABROAD—DECREE—PRACTICE AS TO SERVICE.

Where, in a suit for restitution of conjugal rights, the respondent was on active service abroad, the Court in pronouncing its decree, directed that the decree should be drawn up and should lie in the office, but should not be served until further directions had been applied for and had been given.

In this undefended suit by a wife for restitution of conjugal rights the Court determined the practice as to service of its decree to be followed in cases where the respondent is on active service with the British Expeditionary Forces abroad. At the conclusion of the evidence counsel for the petitioner asked the Court to pronounce a decree of restitution of conjugal rights with costs. The respondent, who was an officer in the British Army, was now in France on active service. In the circumstances he asked the Court to give directions as to the service of the decree. He referred to the orders made in similar circumstances by Bargeave Deane, J., and Horridge, J., respectively, in *Hulton v. Hulton* (Times, 10th February, 1915) and *Mason v. Mason* (59 SOLICITORS' JOURNAL, 530).

Sir SAMUEL EVANS, P. (after consultation with Bargeave Deane, J.).—I will make the usual form of decree for restitution of conjugal rights, but instead of directing that it is to be obeyed within a specified number of days after service, I think the right form to adopt in such cases is to direct that the decree is not to be served until the Court gives further directions. The decree will be drawn up, and will lie in the office, and there will be liberty to apply. This is analogous to the procedure generally adopted as regards orders for attachment, and it is, in my opinion, the procedure that should be adopted while the war lasts in cases like the present case. Until further directions are applied for and are given, there can be no disobedience to the decree.—COUNSEL, R. F. Bayford. SOLICITORS, Ramsden & Co.

[Reported by OLIVIER MORTIMER, Barrister-at-Law.]

IN PRIZE.

"THE BELGIA." Sir Samuel Evans, P. 14th June.

PRIZE LAW—OUTBREAK OF WAR—VESSEL SEIZED "AT SEA" OR "IN PORT"—HAGUE CONVENTION VI. (1907), ARTICLES 1 AND 2—WHAT IS "IN PORT"?—WHAT IS "ENTERING" THE PORT?

A German vessel on a voyage from New York to Hamburg heard on 3rd August by wireless that war had broken out between France and Germany, and her master determined to run into the Bristol Channel for instructions, or to avoid possible capture by a French ship of war; and actually arrived two miles out to sea from the town of Newport on 4th August, but was not allowed by the authorities there to come into Newport, on the ground that she might be an armed German liner with troops on board waiting to make a raid on our shores if and when war was declared by Germany against England or England against Germany. She was instructed by the officer in command of the Severn defences to come to an anchorage where she was, and she did so. Next morning, war having meanwhile been declared between England and Germany, she was brought into Newport, and instructed that she was detained.

Held, that, on the facts, she was captured at sea on the outbreak of hostilities.

The *Möwe* (59 SOLICITORS' JOURNAL, 76; 1915, P. 1) applied.

Quaere, whether a vessel coming into a port to avoid possible capture or to get instructions, in similar circumstances to the above, could be said to be entering the port for commercial purposes at all; in other words, whether she would be within the First and Second Articles of the Sixth Hague Convention.

Garston v. Hickie (15 Q. B. D. 580) not applicable to such a case as this.

This was a claim by the Crown for the condemnation of the Hamburg-America liner *Belgia*, seized off Newport, Monmouth, on 5th August, as prize. The Crown contended that when *The Belgia* arrived off Newport on 4th August it was thought that she might be an armed liner or might have troops on board ready to make a raid as soon as war was declared, and accordingly she was not allowed to come into the harbour. The officer in command of the Severn defences sent a preventive officer off with two men, and the vessel was instructed to go to an anchorage. The next morning war between England and Germany was announced, and the harbour master went out to the vessel, and she was seized as prize, and brought into dock. The master of *The Belgia* said that the vessel was on a voyage from New York to Hamburg, when, on 3rd August, he received information by wireless that war had broken out between Germany and France, and he thereupon determined to go to the Bristol Channel. He obtained a Newport pilot, but at Newport he was not allowed to enter the dock, but was forced by the authorities to come to an anchorage outside, and the next day his ship was boarded by the officials and brought into the dock, and he was informed that he was detained. Counsel for the Crown submitted that it was immaterial whether the vessel was within the fiscal port or not. She was captured at sea, and was within the decision in *The Möwe* (59 SOLICITORS' JOURNAL, 76; 1915, P. 1); and, if that contention was held to be inaccurate, then she was not entering the port for commercial purposes, and did not come within the protection of Articles 1 and 2 of the Sixth Hague Convention. Counsel for *The Belgia* submitted that all the acts of detention took place within the port of Newport, and referred to the *London Gazette* of 4th January, 1848, for the limits of the port. He also referred to *Garston v. Hickie* (15 Q. B. D. 580), and contended that *The Belgia* was entering the port of Newport, and was protected from confiscation by the Sixth Hague Convention, and only liable to be detained.

Sir SAMUEL EVANS, P., after stating the facts, said: I find as a fact that *The Belgia* was captured at sea after the outbreak of hostilities in the position described in the affidavit of the harbour master, and accordingly I need not trouble about Articles 1 and 2 of the Sixth Hague Convention. But I will say that I have grave doubts whether a vessel in such circumstances as *The Belgia* was intended to be protected by that Convention. She was not entering the port for commercial purposes.

cial purposes at all. She went there to avoid possible capture from a French warship, and also to take instructions from her owners. There will be a decree of condemnation and an order for sale.—COUNSEL, Aspinall, K.C., and C. R. Dunlop, for the Crown; Lock, K.C., and Arthur Pritchard, for the claimants. SOLICITORS, The Treasury Solicitor; Pritchard & Sons.

[Reported by L. M. MAY, Barrister-at-Law.]

CASES OF LAST SITTINGS

Court of Appeal.

SAVILL v. DALTON. No. 3. 19th February; 14th May.

COUNTY COURT—BANKRUPTCY ORDER OF COUNTY COURT JUDGE FOR PAYMENT OF MONEY—ACTION IN HIGH COURT ON ORDER—COUNTY COURT RULES, 1903, ORD. 25, R. 2—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), s. 100—BANKRUPTCY RULES, 1886, R. 93.

A married woman executed a deed of assignment of her property for the benefit of her creditors and appointed the defendant trustee. A bankruptcy petition founded on that act of bankruptcy was presented against her in the county court, and she was adjudicated a bankrupt, and the Official Receiver appointed trustee in the bankruptcy. An order was obtained in the county court that (the Official Receiver having elected to treat the defendant as a trespasser) the defendant should pay to the Official Receiver the amount which might be found due from him in respect of the bankrupt's property and book debts. The Registrar found that a sum of £178 12s. 1d. was due from the defendant to the Official Receiver, who thereupon instituted an action in the High Court to recover that amount from the defendant.

Held (Bray, J., dissenting), that the action was maintainable. Decision of Horridge, J., affirmed.

Appeal by the defendant from a decision of Horridge, J., in an action tried by him without a jury. On 7th March, 1913, a married woman, who carried on trade at Reading, executed a deed of assignment of her property for the benefit of her creditors, and the defendant was appointed trustee under the deed. A bankruptcy petition founded on that act of bankruptcy under section 4, sub-section 1 (e) of the Bankruptcy Act, 1883, was presented against her in the Reading County Court on 8th May, 1913, and she was adjudicated a bankrupt on the same day. The Official Receiver was appointed trustee in the bankruptcy. Upon 17th July, 1913, the county court judge in bankruptcy made an order that the Official Receiver, having elected to treat the defendant as a trespasser, was entitled to all the stock-in-trade, &c., book debts, and other property and estate of the bankrupt, which were received or held by him under or by virtue of the deed of assignment, that the defendant should deliver to the Official Receiver all the property received by him as aforesaid; that an inquiry should be held by the Registrar as to the value of the bankrupt's property received by the defendant and as to the amount of the book debts collected by him; and that the defendant should pay to the Official Receiver the amount which might be found to be the value of the said property and the amount of the book debts. The Registrar having found that, after giving credit for moneys paid by the defendant to the Official Receiver, there was due from the defendant to the Official Receiver the sum of £178 12s. 1d., the Official Receiver instituted an action in the High Court to recover that sum from the defendant. Horridge, J., having given judgment for the plaintiff, the defendant appealed. *Cur. adv. vult.*

LORD READING, C.J., said that the defendant appealed from the judgment of Horridge, J., on the ground that no action would lie upon the order of the county court judge. He thought that was not so. In his opinion, where an order was made by a county court in the exercise of its bankruptcy jurisdiction, such an order was, by virtue of section 100 of the Bankruptcy Act, 1883 (now section 103 of the Bankruptcy Act, 1914), and rule 93 of the Bankruptcy Rules, 1886 (now rule 91 of the Bankruptcy Rules, 1915), enforceable as an order of the High Court, which could be enforced by action. It followed that the judgment appealed from must be affirmed.

SWINFEN EADY, L.J., gave judgment to the same effect.

BRAY, J., dissented, being of opinion that the contention of the defendant was right, and the action not maintainable. By a majority the appeal was dismissed.—COUNSEL, for the defendants, Newbolt, K.C., and Tindole Davis; for the plaintiff, F. Mellor. SOLICITORS, Edgar & Co.; W. H. Martin & Co., for F. A. Sargeant, Reading.

[Reported by ERNEST REID, Barrister-at-Law.]

High Court—Chancery Division.

Re SNAPE. ELAM v. PHILLIPS. Eve, J. 20th May.

WILL—CONSTRUCTION—SETTLED LEGACY—"FREE OF ALL DUTY"—LEGACY DUTY—ESTATE DUTY—NEW DUTY IMPOSED AFTER DEATH OF TESTATRIX—INCIDENCE OF DUTIES—FINANCE ACT, 1894 (57 & 58 VICT. C. 30), s. 5—FINANCE ACT, 1914 (4 & 5 GEO. 5, C. 10), s. 14.

A testatrix bequeathed a sum of £6,000, "free of all duty," upon trust for her niece for life, and after her death for her children, with an ultimate trust, in the event of no child of the niece attaining a

vested interest, to certain charitable institutions. The testatrix died in January, 1913. The niece was still living and unmarried.

Held, that the legacy duty in respect of the said sum was payable out of the general estate, but that the estate duty payable on the death of the niece would be payable out of the legacy itself.

Re Turnbull (1905, 1 Ch. 732, 733) applied.

This was an adjourned summons asking whether legacy duty and estate duty were payable out of the general estate or out of the legacy itself. By her will, dated 30th June, 1909, the testatrix bequeathed to her trustees the sum of £10,000, "free of all duty," upon trust for the benefit of her niece for life, and after her death upon trust for her children. By a codicil to her will, dated 27th July, 1911, the testatrix revoked the bequest of the £10,000, and in lieu thereof bequeathed to her trustees the sum of £6,000, "free of duty," to be held by them upon the like trusts for the benefit successively of her niece and children, with an ultimate gift, in the event of no child of the niece attaining a vested interest, to certain charities. The testatrix died on 22nd January, 1913. The residuary estate of the testatrix proved insufficient to pay all the legacies in full, and according to a decision of Warrington, J., on 6th May, 1914, two legacies of £3,000 and £2,000 respectively, bequeathed to the first two respondents, were called upon to abate proportionally. Since this decision the Finance Act, 1914, had come into operation, and under section 14 of that Act the exemption under the Finance Act, 1894, s. 5, from payment of estate duty on a settled legacy on the death of a tenant for life was abolished, and accordingly estate duty would, on the death of the niece, become payable, as well as legacy duty. The niece was still living and a spinster. This summons was issued by the trustees asking whether, as to the legacy of £6,000, "free of all duty," they ought to set aside any sums to meet the legacy duty and the estate duty payable on the death of the niece, or whether both or either of such duties were payable out of the legacy itself.

EVE, J.—The question as to the legacy duty turns on the true construction of the phrase "free of all duty," and that as to estate duty on whether the legal operation of the phrase is to be ascertained at the date of the death of the testatrix or at the death of the niece. On the question of construction, I think the legacy duty is clearly payable out of the general estate. The observations of Farwell, J., in *Re Turnbull* (1905, 1 Ch. 732, 733) are exactly in point. The question as to the estate duty presents more difficulty, and has not apparently been the subject of any direct decision. At the respective dates, when the testatrix made her will and died, and for more than eighteen months after the last-mentioned date, the settled legacy was, by virtue of the Finance Act, 1894, exempt from the payment of estate duty on the death of the niece, but by section 14 of the Finance Act, 1914, it is enacted that this relief shall cease in the case of any person dying after 15th August, 1914, and, as the niece is still living, estate duty will be payable on her death. The authorities cited by Mr. Owen Thompson establish this, that had the Act of 1914 become law between the date of her codicil and the death of the testatrix, the operation of the gift, as I have construed it, would have extended to throw the burden of this duty on the general estate, but they go no further, and it is material to examine the ground upon which they went as far as they did. Put shortly, it is this, that although legislation subsequent to the date of the testamentary disposition cannot alter the construction of the gift, it may operate to enlarge its application, and in determining what is the scope, extent or application of the gift, regard is to be had to the moment when the testamentary disposition comes into operation, and not to its date. On this principle a gift "free of all duty" can properly be extended so as to include new duties imposed between the will and the death. But the principle has, I think, no application, and ought not to be extended so as to be made applicable, to a case where a new duty has been imposed, or an exemption has been abolished, after the date when the will comes into operation. Apart from the consideration—a very material one—that so to apply it might in effect make the subsequent legislation in some senses retrospective, difficulties of a very serious nature at once present themselves in any attempt to give practical effect to such application. These considerations appear to me to afford sufficient reasons for holding that the application or operation of such a gift as we have in this case must be determined with reference to the duties imposed or in respect of the legacy at the date of the death, and ought not to be extended to duties created or imposed by legislation subsequent to that date. Accordingly I hold that the estate duty referred to in the summons will be payable out of the legacy, and not out of the general estate.—COUNSEL, C. W. Turner; Owen Thompson; J. R. Brooke; L. Mossop. SOLICITORS, Johnson, Raymond, Barker, & Co.; Brookenridge & Edwards, for Sweeney, Havers, & Harfield, Southampton; W. H. & A. G. Herbert; Sydney G. Polhill.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re HOUGHTON. HOUGHTON v. HOUGHTON. Joyce, J.

13th, 14th and 20th April; 10th May.

INTESTACY—MURDER—PARRICIDE AND FRATRICIDE—MURDERER ALSO NEXT OF KIN—LUNATIC—DEVOLUTION.

Where a man on a trial for murdering his brother was found insane at the time when he committed the act, and was indicted also for murdering his father, but that charge was not, in the event of the finding of the jury on the former charge, proceeded with, and where the father died intestate,

Held, that there was no reason why the lunatic should not have taken a benefit under his father's will had he made a will, and accordingly

that a fortiori he was entitled to take his proper share on his father's intestacy in the property of his father, the disposition of which was regulated by positive provisions of statute law.

The decision in *Felstead v. The Director of Public Prosecutions* (1914, A. C. 534) applied.

This was an originating summons to determine a novel point. In February, 1914, a certain man was alleged to have murdered his brother and his father, the father having been killed immediately after the brother. He was duly convicted of the murder of his brother, but the jury found that he was insane at the time when he committed the act, and it was ordered by the Court that he should be detained during His Majesty's pleasure. In view of the result of this trial, the trial for the murder of his father was not proceeded with. The brother was an infant at the date of his death, and the father thereupon became entitled to his personal estate, which consisted mainly of insurance policies of about £15,000. The father died intestate, and his widow took out this summons to determine the following questions (*inter alia*):—Whether, under the circumstances, the lunatic was entitled, as one of the statutory next of kin of his father, to a share in the personal estate of his father, or whether he was precluded on the ground of public policy or otherwise from receiving any share of the estate; and (2) among what persons the personal estate of the father ought to be distributed, and in what shares and proportions.

Joyce, J., after stating the facts, said: I shall apply the principle of the decision in *Felstead v. The Director of Public Prosecutions* (1914 A. C. 534). The lunatic, if actually tried, would have been acquitted of any criminal offence even if found guilty of actually killing his father. Consequently there appears to be no reason why he should not take any benefit under the will of his father if the father had left a will. In my judgment there is still less reason, if that be possible, why this lunatic should not take his proper share under his father's intestacy, the disposition of whose property is regulated by the positive provisions of the statute law.—COUNSEL, *Tomlin, K.C.*, and *Whitmore Richards; Hughes, K.C.*, and *J. I. Stirling* (for *H. Boraston*, on H.M.S.); *Ward Coldridge, K.C.*, and *Owen Thompson*. SOLICITORS, *Vizard, Oldham, Crowder, & Ash*, for *Oldham & Marsh*, Melton Mowbray; *Stedman & Neate*.

(Reported by L. M. MAY for R. C. CARRINGTON (on H.M.S.), Barrister-at-Law.)

New Orders, &c.

War Orders and Proclamations, &c.

The *London Gazette* of 11th June contains the following:—

1. An Order in Council, dated 2nd June (printed below), postponing till 1st July, 1916, the coming into operation of the Merchant Shipping (Convention) Act, 1914.

The *London Gazette* of 15th June contains the following:—

2. An Order in Council, dated 10th June (printed below), containing Regulations under the Defence of the Realm Consolidation Act, 1914, in pursuance of the Defence of the Realm (Amendment) (No. 3) Act, 1915, for the control in prescribed areas of the sale and supply of intoxicating liquor.

3. An Order in Council, dated 10th June (printed below), for amending the Defence of the Realm Regulations.

4. Notices to Mariners, both dated 12th June, with reference to (1) North Sea, River Thames and English Channel, (2) England, South-East Coast.

ORDER IN COUNCIL.

Merchant Shipping (Convention) Act, 1914.

Whereas on the 20th day of January, 1914, an International Convention for the Safety of Life at Sea, and for purposes incidental thereto, was duly entered into by His Majesty and the other Signatory Powers more especially referred to and set out in the said Convention:

And whereas a Statute 4 & 5 Geo. V., c. 50, intituled "An Act to make such amendments of the Law relating to Merchant Shipping as are necessary or expedient to give effect to an International Convention for the Safety of Life at Sea," (being the Convention above referred to), was passed on the 10th day of August, 1914, the short title of which is "The Merchant Shipping (Convention) Act, 1914."

And whereas by Section 29, Sub-section 5, of the said Act, it was provided as follows:—

"This Act shall come into operation on the 1st day of July, 1915:

"Provided that His Majesty may, by Order in Council, from time to time postpone the coming into operation of this Act for such period not exceeding on any occasion of postponement one year as may be specified in the Order."

And whereas His Majesty deems it expedient, owing to a state of war, that the provisions of the Merchant Shipping (Convention) Act, 1914, should be postponed:

Now, therefore, &c., it is hereby ordered, that the provisions of the Merchant Shipping (Convention) Act, 1914, shall be postponed from coming into operation until the 1st day of January, 1916.

2nd June.

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ORDER IN COUNCIL.

Liquor Control.

Whereas by the Defence of the Realm Consolidation Act, 1914, His Majesty in Council has power during the continuance of the present war to issue regulations for securing the public safety and the defence of the Realm:

And whereas by the Defence of the Realm (Amendment) (No. 3) Act, 1915, His Majesty in Council has power to issue regulations under the first-mentioned Act, to take effect in any area to which they are applied under the said Amendment Act, for the purposes of the control by the State of the sale and supply of intoxicating liquor within the area:

And whereas for the purpose of increasing directly or indirectly the efficiency of labour in such areas from being impaired by drunkenness, alcoholism, or excess, it is expedient to make such regulations as are hereinafter contained:

Now, therefore, His Majesty is pleased, by and with the advice of His Privy Council, to order, and it is hereby ordered, that in every area to which these Regulations are applied by an Order in Council made under the Defence of the Realm (Amendment) (No. 3) Act, 1915, the following provisions shall have effect:—

Constitution of Board.

1. The prescribed Government authority shall be a Board to be called the Central Control Board (Liquor Traffic) (hereinafter referred to as "the Board"), consisting of a chairman and such persons as the Minister of Munitions may from time to time appoint.

The quorum of the Board shall be such as the Board may determine, and the Board may regulate their own procedure, and no act or proceeding of the Board shall be questioned on account of any vacancy in the Board.

The Board may sue and be sued, and shall have an official seal which shall be officially and judicially noticed, and such seal shall be authenticated by any two members of the Board or the Secretary to the Board.

The Board may appoint a Secretary and such officers, inspectors and servants for the purpose of these Regulations as the Board, subject to the approval of the Treasury as to number, may determine.

Every document purporting to be an order or other instrument issued by the Board and to be sealed with the seal of the Board authenticated in manner provided by these Regulations, or to be signed by the Secretary to the Board or any person authorised by the Board to act on behalf of the Secretary, shall be received in evidence, and be deemed to be such an order or instrument without further proof unless the contrary is shewn.

Any property acquired by the Board shall be vested in such two or more members of the Board as the Board may appoint to act as trustees on their behalf for the purpose, and upon the death, resignation, or removal of a trustee the property vested in that trustee shall, without conveyance or assignment, and whether the property is real or personal, vest in the succeeding trustees either solely or together with any surviving or continuing trustees, and, until the appointment of succeeding trustees, shall so vest in the surviving or succeeding trustee only; and in all legal proceedings whatsoever concerning any property vested in the trustees the property may be stated to be the property of the trustees in their proper names as trustees for the Board without further description.

Powers of Board to control Sale of Liquor.

2. For the purposes of the control of the sale and supply of intoxicating liquor in any area, the Board may by order—

(a) direct that any licensed premises or club in the area in which intoxicating liquor is sold by retail or supplied shall be closed either for all purposes or for the purpose of such sale or supply;

(b) regulate the hours during which any such premises or clubs are to be or may be kept open distinguishing, where it is so determined, the hours during which the premises are to be or may be kept open for such sale or supply as aforesaid, and the hours during which they are to be or may be kept open for other purposes, and any such order shall have effect notwithstanding anything in the law relating to licensing or the sale of intoxicating liquor;

(c) prohibit the sale by retail or supply of any specified class or description of intoxicating liquor in any licensed premises or club in the area;

(d) provide that the sale by retail or supply of intoxicating liquor in any licensed premises or club in the area shall be subject to such conditions or restrictions as may be imposed by the order;

(e) regulate the introduction of intoxicating liquor into the area and the transport of intoxicating liquor within the area;

(f) require the business carried on in any licensed premises in the area to be carried on subject to the supervision of the Board;

and any such order may include such incidental and supplemental provisions as appear to the Board necessary for the purpose of giving full effect to the order, and may be made applicable to all licensed premises and clubs within the area or any specified class or description of such premises and clubs, or to any particular premises or club.

If any person contravenes the provisions of any such order, or any conditions or restrictions imposed thereby, he shall be guilty of a summary offence against the Defence of the Realm (Consolidation) Regulations, 1914.

Power for Board to prohibit Sale of Liquor except by themselves.

3. The Board may by order prohibit the sale by retail, or the supply in clubs or licensed premises, of intoxicating liquor within the area, or any part thereof specified in the order, by any person other than the Board, and if any person contravenes or fails to comply with the order he shall, without prejudice to any other penalty, be guilty of a summary offence against the Defence of the Realm (Consolidation) Regulations, 1914:

Provided that the order may except from the provisions thereof any specified class or classes of premises or clubs.

Power to prohibit Treating.

4. The Board may by order make such provisions as they think necessary for the prevention of the practice of treating within the area, and if any person contravenes the provisions of any such order he shall be guilty of a summary offence against the Defence of the Realm (Consolidation) Regulations, 1914.

Power to establish Refreshment Rooms.

5. The Board may either themselves or through any agents establish and maintain in the area, or provide for the establishment and maintenance in the area of, refreshment rooms for the sale or supply of refreshments (including, if thought fit, the sale or supply of intoxicating liquor) to the general public, or to any particular class of persons, or to persons employed in any particular industry in the area.

Power to acquire Premises.

6. Where the Board consider that it is necessary or expedient for the purpose of giving proper effect to the control of the liquor supply in the area, they may acquire compulsorily or by agreement, either for the period during which these Regulations take effect or permanently, any licensed or other premises in the area, or any interest in any such premises:

Provided that the Board may, in lieu of acquiring any interest in such premises, take possession of the premises and any plant used for the purposes of the business carried on therein for all or any part of the period during which these Regulations take effect, and use them for the sale or supply of intoxicating liquor or for the purpose of any of the other powers and duties of the Board.

Procedure for Compulsory Acquisition.

7. Where the Board determine to acquire compulsorily any premises or any interest therein, they shall serve on the occupier of the premises and, if any person other than the occupier will be affected by the acquisition of the interest proposed to be acquired, also on any person who appears to the Board to be so affected, notice of their intention to acquire the premises, or such interest therein as may be specified in the notice, and where such a notice is served, the fee simple in possession of the premises or such interest in the premises as aforesaid shall, at the expiration of ten days from the service of the notice on the occupier, by virtue of these Regulations vest in the trustees for the Board, subject to or freed from any mortgages, rights, and interests affecting the same as the Board may by order direct.

On any premises or any interest therein becoming so vested in the trustees for the Board the trustees may—

(a) if the title to the premises is registered under the Land Registry Act, 1862, or the Land Transfer Acts, 1875 and 1897, enter a caveat or caution to prevent their estate or interest from being impaired by any act of the registered proprietor; and

(b) if the premises are situate in an area where registration of title is compulsory lodge a caution against registration of the premises; and

(c) if the premises are within the jurisdiction of the Acts relating to registration of assurances in Middlesex and Yorkshire register in Middlesex a memorial of the notice, and in Yorkshire an affidavit of vesting against the name of every person whose estate or interest is affected, and in Middlesex any such notice shall be deemed a conveyance.

A copy of the minutes of the Board to the effect that a notice has been served in accordance with this regulation, certified by the Secretary to the Board, or by any person authorized by the Board to act on behalf of the Secretary, to be a true copy, shall be evidence that the premises or interest therein mentioned in the minutes have become vested in the trustees for the Board.

Power to acquire Businesses.

8. Where the Board consider that it is necessary or expedient for the purpose of giving proper effect to the control of the liquor traffic in

the area they may, by the like procedure, acquire any business (including stock in trade) carried on in any premises within the area, whether or not they take possession of or acquire the premises in which such business is carried on, or any interest in the premises.

Immunity from Licensing Law.

9. The Board may, without any licence (whether justices' or excise, and whether for the sale of intoxicating liquor or otherwise), carry on in any premises occupied by them any business involving the sale or supply of intoxicating liquor, refreshments, or tobacco, and for that purpose shall not be subject to any of the provisions of the law relating to licensing, or to any restrictions imposed by law on persons carrying on such business.

Any person appointed by the Board to conduct any business on their behalf shall have, to such extent as they may be conferred by the Board, the same powers as the Board of carrying on business without a licence, but all such persons shall in all other respects, except in such cases and to such extent as the Board may otherwise order, be subject to the statutory provisions affecting the holders of licences, and the occupiers of premises licensed, for any such business as aforesaid, in like manner as if they were the holders of the appropriate licences, and to any restrictions imposed by law on persons carrying on any such business as aforesaid.

Provision of Entertainment and Recreation.

10. The Board shall have power, on any premises in which business is carried on by them or on their behalf, to provide or authorize the provision of such entertainment or recreation for persons frequenting the premises as the Board think fit, and where such provision is made or such authority is given no licence shall be necessary, and no restrictions imposed by law on the provision of the entertainment or recreation in question shall apply, except to such extent, if any, as the Board may direct.

Provision of Postal and Banking Facilities.

11. Arrangements may be made by the Board with the Postmaster-General and any other person for affording postal and banking facilities on or near premises in which business is carried on by or on behalf of the Board to persons frequenting such premises.

Provision as to Dilution of Spirits.

12. Where by any conditions or restrictions imposed by the Board on the sale of spirits, the sale of any spirit is prohibited unless the strength of the spirit is reduced to a number of degrees under proof which falls between such maximum and minimum limits as may be specified, or where by any order of the Board the sale of spirit so reduced is permitted, section six of the Sale of Food and Drugs Act, 1879, shall within the area have effect, as respects that spirit, as if the maximum number of degrees under proof so specified were substituted for the number mentioned in that section.

Suspension of Covenants, &c.

13. All obligations under covenant, contract, or otherwise, to which the holder of a licence or the occupier of licensed premises is subject, and which the provisions of these Regulations or any action of the Board taken thereunder make it impossible for him to fulfil, or which are inconsistent with any conditions or restrictions imposed by the Board, shall be suspended so long as such impossibility or such conditions or restrictions continue, and shall not be binding during that period.

Suspension of Licences.

14. Where by virtue of any action taken by the Board under these Regulations the holder of any licence is temporarily prevented from carrying on his business as the holder of such licence, the licence shall be suspended, and the holder thereof shall be entitled to such repayment or remission of excise duty as he would have been entitled to had the licence been permanently discontinued, and at the expiration of the period during which the disability continues the licence, if a justices' licence, shall revive and have effect as if it had been granted for the then current licensing year, and a person who was the holder of an excise licence which has been suspended shall be entitled to take out an excise licence on payment of such an amount in respect of excise duty as would have been payable by him had he commenced to carry on business at the expiration of that period:

Provided that if during the period for which any licence is so suspended a contingency occurs upon which a transfer of the licence might have been granted but for the suspension, a transfer may be granted either—

(a) at the time at which, and to a person to whom, a transfer might have been granted had the licence not been suspended; or

(b) after the expiration of the period to any person to whom a transfer might have been granted had the contingency occurred immediately after the expiration of the period.

Where a licence for the sale of intoxicating liquor is so suspended, the holder of the licence may, during the period of suspension, without further licence continue to carry on in the premises in respect of which the suspended licence was granted any business, other than the sale of intoxicating liquor, which had the suspended licence not been suspended he would have been entitled to carry on by virtue of that

licence, but the premises shall be deemed to be duly licensed for the carrying on of such other business.

Power to Grant Excise Licence on Authority of Certificate from Board.

15. An excise licence may, notwithstanding anything in the law relating to licensing, be granted as respects any premises in the area on the authority of a certificate from the Board, and any excise licence so granted shall be valid in all respects, and, subject to the provisions of these Regulations, the law relating to the holders of justices' licences shall apply to the holders of such certificates as if such a certificate was a justices' licence.

No such conditions need be attached to the grant of any such certificate as must be attached to the grant of a new justices' on-licence.

Delegation of Powers by Resolution.

16. Any powers conferred on the Board by these Regulations may, if the Board by resolution so determine, be exercised on behalf of the Board by any persons whom the Board may appoint for the purpose.

Supplemental Powers.

17. In addition to the powers expressly conferred on them by these Regulations, the Board shall have such supplemental and incidental powers as may be necessary for carrying into effect the purposes of these Regulations.

Powers of Inspectors.

18. Any inspector or other person authorised by the Board shall have power to enter, if need be by force, and inspect any licensed premises within the area and any club or other premises within the area where he has reason to believe that intoxicating liquor is sold by retail or supplied, to demand the production of and to inspect and take copies of or extracts from any books or documents relating to the business carried on therein, and to take samples of any intoxicating liquor found therein.

Prohibition on Obstructing Inspectors, &c.

19. If any person obstructs or impedes any inspector or other person acting under the instructions or authority of the Board, or refuses to answer any question reasonably put to him by any such inspector or person, or makes or causes to be made any false statement to any such inspector or person, or refuses to produce any document in his possession which he is required by any such inspector or person to produce, he shall be guilty of a summary offence against the Defence of the Realm (Consolidation) Regulations, 1914.

Attempts to Commit Offences.

20. If any person attempts to contravene, or induces or attempts to induce any other person to contravene, any provision of these Regulations or any order made thereunder, or any conditions or restrictions imposed by the Board, he shall be guilty of a summary offence against the Defence of the Realm (Consolidation) Regulations, 1914.

Penalties.

21. A person guilty of a summary offence against the Defence of the Realm (Consolidation) Regulations, 1914, is liable to be sentenced to imprisonment with or without hard labour, for a term not exceeding six months or to a fine not exceeding one hundred pounds or to both such imprisonment and fine, and if the Court so orders, to forfeit the goods in respect of which the offence is committed.

Exemption from Penalties under Licensing Law.

22. No person shall be liable to any penalty under the law relating to licensing or the sale of intoxicating liquor in respect of any action taken by him if such action is taken in pursuance of any order made or instructions given by the Board.

Notice to be given to the Commissioners of Customs and Excise.

23. The Board before acquiring any licensed premises or club or an interest therein, or taking possession of any licensed premises or club, shall give notice of their intention to the Commissioners of Customs and Excise, and where the Board carry on, or appoint or authorise any person to carry on, any business involving the sale or supply of intoxicating liquor they shall furnish to the Commissioners of Customs and Excise particulars as to the nature of the business to be carried on by him, and as to any person so appointed or authorised, and any other particulars required by the Commissioners.

Enforcement by Police.

24. It shall be the duty of the police to enforce these Regulations, and any orders of the Board made thereunder.

Application to Scotland.

25. These Regulations shall apply to Scotland subject to the following modifications:—

References to real or personal property shall be construed as references to heritable and moveable property respectively: "intoxicating liquor" shall mean "exciseable liquor"; "fee simple in possession" shall mean "estate of the proprietor or lessor"; "mortgage" shall mean "heritable security"; and a reference to a justices' licence shall be construed as a reference to a certificate as defined in Part VII. of the Licensing (Scotland) Act, 1903.

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In any case where under these Regulations the Board acquire or determine to acquire compulsorily any premises or any interest therein, a person transacting on the faith of any register of sashes with the proprietor or lessor of such premises or with any other person whose title is recorded in such register shall (notwithstanding anything in these Regulations contained) not be affected by any notice served by the Board or any vesting following thereon unless a certified copy of such notice has been recorded in the register of inhibitions prior to the completion of such transaction.

For the purpose of enabling the trustees for the Board to complete a title if thought fit to any heritable property or estate compulsorily acquired by the Board and vested in the trustees by virtue of these Regulations, by expediting a notarial instrument or otherwise, these Regulations shall be deemed to be and (without prejudice to any other method of completion of title) may be used as a general disposition or assignation of such property or estate in favour of the trustees.

Application to Ireland.

26. In the application of these Regulations to Ireland, the expression "excise licence" includes any licence for the sale of intoxicating liquor granted by an officer of excise, and the expression "justices' licence" includes any certificate of a recorder, justice, or justices required for the grant of an excise licence.

Definitions.

27. For the purposes of these Regulations—

The expression "sale by retail" means sale other than sale to a trader for the purposes of his trade.

The expression "supply" in relation to intoxicating liquor means supply otherwise than by way of sale.

The expression "licensed premises" includes any premises or place where the sale of intoxicating liquor is carried on under a licence.

Short Title.

28. The Regulations may be cited as the Defence of the Realm (Liquor Control) Regulations, 1915.
10th June.

ORDER IN COUNCIL

Defence of the Realm Regulations.

Whereas by an Order in Council dated the twenty-eighth day of November, nineteen hundred and fourteen, His Majesty was pleased to make regulations (called the Defence of the Realm (Consolidation) Regulations, 1914), under the Defence of the Realm Consolidation Act, 1914, for securing the public safety and the defence of the Realm:

And whereas the said Act has been amended by the Defence of the Realm (Amendment) Act, 1915, and the Defence of the Realm (Amendment) No. 2 Act, 1915:

And whereas the said regulations have been amended by Orders in Council, dated the twenty-third day of March, the thirteenth day of April, the twenty-ninth day of April, and the second day of June, nineteen hundred and fifteen:

And whereas it is expedient further to amend the said regulations in manner hereinafter appearing:

Now, therefore, His Majesty is pleased, by and with the advice of His Privy Council, to order, and it is hereby ordered, that the following amendments be made in the said regulations:—

1. After Regulation 6 the following regulation shall be inserted:—

"6A. The power of the Secretary of State under section one hundred and fifty of the Factory and Workshop Act, 1901, by order, to the extent and during the period named by him, to exempt from that Act in case of any public emergency any factory or workshop belonging to the Crown or any factory or workshop in respect of work which is being done on behalf of the Crown, shall extend

to any factory or workshop in which the Secretary of State is satisfied that by reason of the loss of men through enlistment or transference to Government service, or of other circumstances arising out of the present war, exemption is necessary to secure the carrying on of work which is required in the national interest."

2. For Regulations 11 and 12 the following regulations shall be substituted, without prejudice however to any order made or proceedings commenced under the regulations so superseded, and any such order until revoked shall continue in force and have effect as if made under the regulations hereby substituted therefor:—

"11. The Secretary of State or any person authorised by him may by order direct that all lights, or lights of any specified class or description, shall be extinguished or obscured in such manner, between such hours, within such area, and during such period, as may be specified in the order, and if any light is not extinguished or obscured as required by the order, any person having control of the light for the time being, and the occupier or other person having control or management of or being in charge of any premises or any vehicle in or on which the light is displayed, shall be guilty of a summary offence against these regulations, and any person authorised by the Secretary of State in that behalf, or any police constable, or, if no police constable is available, any soldier or sailor on sentry patrol or other similar duty, may extinguish or obscure any light which is not extinguished or obscured in accordance with the order, and for that purpose may enter any premises or stop and seize any vehicle or do any other act that may be necessary."

"Any such order as aforesaid may provide that vehicles or vehicles of any specified class or description shall, when travelling within the area specified in the order during the period to which the order applies, carry such lamps as may be specified in the order properly trimmed, lighted, and attached, and any police constable may stop and seize any vehicle which does not carry lamps in accordance with the order, and the person in charge or having control of the vehicle shall be guilty of a summary offence against these regulations."

"The powers conferred by this regulation shall be in addition to and not in derogation of the powers conferred on the competent naval or military authority by regulation 12, and the competent naval or military authority may, notwithstanding anything in an order under this regulation, on any occasion that he considers it necessary for any naval or military purpose require any lights to be lighted or kept lighted, or require lights on any vehicle to be extinguished."

"In the application of this regulation to Scotland, references to the Secretary for Scotland shall be substituted for references to the Secretary of State."

"12. The competent naval or military authority may by order direct that all lights or lights of any specified class or description shall be extinguished or obscured in such manner, between such hours, within such area, and during such period, as may be specified in the order, and, if any light is not extinguished or obscured as required by the order, any person having control of the light for the time being, and the occupier or other person having control or management of or being in charge of any premises or any vehicle in or on which such light is displayed, shall be guilty of an offence against these regulations, and any person authorised by the competent naval or military authority in that behalf, or any police constable, or any soldier or sailor on sentry patrol or other similar duty, may extinguish or obscure any light which is not extinguished or obscured in accordance with the order, and for that purpose may enter any premises or stop and seize any vehicle or do any other act that may be necessary."

"12A. No lamp shall without lawful authority be carried on any vehicle (other than a locomotive or carriage on a railway) which displays any coloured light except such coloured lights as may be required by any law or regulation for the time being in force."

"No lamp shall without lawful authority be carried on any such vehicle unless it is so constructed, fitted, and attached—

"(a) as not to be capable of movement independent of the movement of the vehicle; and

"(b) as not to throw light in any direction other than that in which the vehicle is proceeding or is intended to proceed, except in the case of lamps required by any law or regulation for the time being in force to throw its light in some other direction."

"Where any lamp is carried in any vehicle in contravention of this regulation the person in charge or having control of the vehicle shall be guilty of an offence against these regulations:

"Provided that nothing in this regulation shall be construed as affecting the red and green side panels with which lamps used on vehicles are usually fitted."

3. After Regulation 14A the following regulation shall be inserted:—

"14A. Where on the recommendation of a competent naval or military authority or of one of the advisory committees hereinafter mentioned it appears to the Secretary of State that for securing the public safety or the defence of the Realm it is expedient in view of the hostile origin or associations of any person that he shall be subjected to such obligations and restrictions as are hereinafter mentioned, the Secretary of State may by order require that person forthwith, or from time to time, either to remain in, or to proceed to and reside in, such place as may be specified in the order, and to comply with such directions as to reporting to the police, restriction of movement, and otherwise as may be specified in the order, or to be interned in such place as may be specified in the order:

"Provided that any such order shall, in the case of any person who is not a subject of a state at war with His Majesty, include express provision for the due consideration by one of such advisory committees of any representations he may make against the order."

"If any person in respect of whom any order is made under this regulation fails to comply with any of the provisions of the order he shall be guilty of an offence against these regulations."

"The advisory committees for the purposes of this regulation shall be such advisory committees as are appointed for the purpose of advising the Secretary of State with respect to the internment and deportation of aliens, each of such committees being presided over by a person who holds or has held high judicial office."

"In the application of this regulation to Scotland, references to the Secretary for Scotland shall be substituted for references to the Secretary of State."

"Nothing in this regulation shall be construed to restrict or prejudice the application and effect of Regulation 14, or any power of internment of aliens who are subjects of any state at war with His Majesty."

4. In Regulation 18 for the words "any other information intended to be communicated to the enemy or" there shall be substituted the words "any information."

5. After Regulation 22 the following regulation shall be inserted:—

"22A. If any person, without lawful authority or excuse, uses or has in his possession or under his control any cipher, code, or other means adapted for secretly communicating naval or military information, he shall be guilty of an offence against these regulations, unless he proves that the cipher, code, or other means of secret communication is intended and used solely for commercial or other legitimate purposes."

"Any person who has in his possession or under his control any cipher, code, or other means of secret communication shall, if required by the competent naval or military authority, or any person authorized by him, or by any police constable, supply the key or other means for deciphering it, and if he fails to do so shall be guilty of an offence against these regulations."

6. The powers of searching premises, and other incidental powers conferred by Regulation 51 on competent naval or military authorities and persons authorized by them, may be exercised by a police constable, and consequently in that regulation, after the words "any person duly authorized by him," there shall be inserted the words "or any police constable."

7. At the end of the first paragraph of Regulation 56A the following proviso shall be added:—

"Provided that a sentence of death shall not be imposed unless the jury find that the offence was committed with the intention of assisting the enemy."

8. At the end of Regulation 58 the following paragraph shall be inserted:—

"In addition and without prejudice to any powers which a court may possess to order the exclusion of the public from any proceedings, if, in the course of proceedings before a court of summary jurisdiction against any person for an offence against these regulations or the proceedings on appeal, application is made by the prosecution, in the public interest, that all or any portion of the public shall be excluded during any part of the hearing, the court may make an order to that effect, but the passing of sentence shall in any case take place in public."

9. After Regulation 58A the following regulation shall be inserted:—

"58B. Where under these regulations any act is done without lawful authority or without lawful authority or excuse is an offence against these regulations, the burden of proving that the act was done with lawful authority or with lawful authority or excuse shall rest on the person accused."

10th June.

NOTICE BY PUBLIC TRUSTEE.

British Property in Enemy Countries.

It has been arranged that the Public Trustee shall keep a record of:—

(a) Debts (including bank balances) due to British subjects from persons residing in enemy countries. (Form G.)

(b) Other property in enemy countries (including securities) belonging to British subjects. (Form H.)

Any person desiring to record such claims or property can obtain the necessary form for that purpose from the Public Trustee. Applications should be made to the Public Trustee (Trading with the Enemy Department), No. 2, Clement's Inn, Strand, W.C.

It must be clearly understood that the action of the Public Trustee will be confined to entering upon the record claims of which particulars are supplied to him, and that it in no way commits His Majesty's Government either to responsibility for the correctness of the claim entered or to taking any action on the conclusion of hostilities or otherwise for the recovery of the debts or property in question.

NOTE.—The Public Trustee will record claims against enemy Governments in respect of public securities of those Governments held by the claimants, but other claims against enemy Governments (e.g., in respect of goods or property requisitioned or sequestered) as distinct from claims against enemy subjects should be notified to the Director of the Foreign Claims Office, Foreign Office, S.W.

NOTICE.

Colonial Stock Act, 1900 (63 and 64 Vict. c. 62).

Addition to the List of Stocks under Section 2.

Pursuant to Section 2 of the Colonial Stock Act, 1900, the Lords Commissioners of His Majesty's Treasury hereby give notice that the provisions of the Act have been complied with in respect of the under-mentioned Stock registered or inscribed in the United Kingdom:—

Victorian Government 4½ per cent. Inscribed Stock, 1920-25.

The restrictions mentioned in Section 2, sub-section (2) of the Trustee Act, 1893, apply to the above Stock (see Colonial Stock Act, 1900, Section 2).

Treasury Chambers, S.W., 9th June, 1915.

NOTICE.

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Union of South Africa 4½ per cent. Inscribed Stock, 1920-25.

The restrictions mentioned in Section 2, sub-section (2) of the Trustee Act, 1893, apply to the above Stock (see Colonial Stock Act, 1900, Section 2).

Treasury Chambers, S.W., 9th June, 1915.

Societies.

The Union Society of London.

The weekly meeting of the society was held on Wednesday last, at Lecture Room B, Inner Temple, with the vice-president, Mr. J. H. Coram, in the chair. Mr. Lauders opened the motion: "That the cure of intemperance is not to be found in prohibition, but rather on the lines laid down by the True Temperance Association," and it was carried on by Messrs. Morden, Edison-Thomas and Hall. The motion was carried.

Internment and Repatriation of Aliens.

In the House of Commons on the 10th inst., says the *Times*, Sir J. Simon, the Home Secretary, replying to questions by several members on the subject of the internment and repatriation of aliens, said:—

The Prime Minister announced that, as soon as the naval and military authorities provided the necessary accommodation, alien enemies who are adult males of military age would be interned, subject to exemption in special cases being recommended by advisory bodies of a judicial character which it was proposed to set up. Men over military age and also women and children were in suitable cases to be repatriated.

Immediate steps were taken for internment as rapidly as the accommodation provided by the military authorities permits, and this process is continuing. Repatriation is being carried forward concurrently. Down to 5th June last 3,339 additional males have been interned, and 2,274 additional persons have been repatriated, making a total of 5,613. Since then, the total has risen to over 6,000, but I cannot give a precise figure later than 5th June. The additional number interned completely fills all the accommodation the military authorities have yet been able to provide, but I am informed by the War Office that this accommodation is being increased with all possible dispatch from week to week.

The figures for alien enemies of military age in the metropolitan area are, in round figures, as follows:—Germans, 9,000; Austro-Hungarians, 4,000. All enemy aliens resident in the City have been interned; in one case an Austrian has been for special cause released. Others trading in the City but resident elsewhere in the metropolitan area are included in the figures for the metropolitan area.

I stated on 3rd June the appointment and the composition of the Advisory Body. It has already held a number of sittings, and is now at work. A separate advisory body has been appointed for Scotland. I am informed that the Advisory Body has already considered 1,309 applications for exemption; exemption has been granted in 159 of these cases, and has been definitely declined in 657 cases. In the remaining cases they have called for further information. No alien enemies of any age or either sex are permitted to be at large in any prohibited area save in exceptional cases decided upon after consultation with the military authorities. These exceptions amount in the coastal areas referred to to 592 men, 2,134 women. As regards suspected persons who are not alien enemies, the House is aware that existing powers did not wholly cover such cases, and I stated yesterday that an Order in Council to cover such cases was being obtained. Under this Order in Council it will be possible, subject to proper safeguards, and where the defence of the realm requires it, to deal with this class of case.

Mr. Joynson-Hicks: Do not those figures indicate that it will take about seven months to complete the internment of enemy aliens?

Sir J. Simon: I do not think they bear that indication. The internment depends upon the rapidity with which accommodation can be provided, and I have every hope that it will be provided at an increasingly rapid rate.

[There was a subsequent statement by Sir John Simon on Thursday evening.]

Law Students' Journal.

Calls to the Bar.

The following gentlemen were called to the Bar on Wednesday:—

LINCOLN'S INN.—W. Llewellyn, Univ. of Wales; N. D. P. Sacker, Moscow Univ., a barrister of the Imperial Courts, Moscow; J. M. Watson, M.A., Edin. Univ.; E. R. Pickett, London Univ.; G. A. E. Hope, B.A., Trin. Coll., Oxford; A. T. Nichols, London Univ.; J. T. T. K. Orgle; R. E. Allen, London Univ.; C. Jones, London Univ.; R. H. Hobson, London Univ.; J. E. B. Corbin, B.A., Jesus Coll., Oxford; G. A. W. Phillips, B.A., Jesus Coll., Camb.; A. J. Long, London Univ.; R. E. Coleman, London Univ.

INNER TEMPLE.—Y. H. Tsan, M.A., Camb.; W. F. Gowers, B.A., Camb.; F. Robinson, M.A., Durham; W. R. F. Osmond, B.A., Oxford; C. W. Venning, B.Sc., London; F. K. Griffith, B.A., Oxford; N. C. Vaish, B.A., Camb.; C. J. Hoffnung-Goldsamid, B.A., Oxford; A. S. Mott, B.A., Oxford; E. A. Selke, Oxford; and S. P. Richardson, B.A., LL.B., Camb.

MIDDLE TEMPLE.—W. J. Loughrey; A. C. Denham; E. C. V. Foucar; H. P. Wells; E. J. Chibbett; A. A. Roberts, B.A.; C. F. J. Liddell; H. D. Rowland; V. S. Bhide, B.A., Camb.; J. A. Whyte; C. J. Frankland; G. W. Blackwell; R. Sykes, M.A., LL.B., Camb.

GRAY'S INN.—A. de Souza; J. Beard, F.R.C.S., Edin., M.R.C.S., L.R.C.P., London, D.P.H., Camb., F.R.S.E., medical officer of health, city of Carlisle; A. C. Salisbury; P. J. Hooper; A. T. J. Brown; J. Moss; P. F. Doran, LL.B., London Univ., H.M. Customs and Excise; T. F. Garvin, Senior Crown Counsel for Ceylon.

The above list does not include the names of gentlemen who apparently will not practise in England.

Obituary.

Mr. Robert A. Kinglake.

Mr. Robert Alexander Kinglake, Recorder of Bournemouth, died suddenly at Harrogate last week. Born in 1843, the son of Sergeant Kinglake, he was educated at Eton and Trinity, Cambridge, and had a very distinguished career as an oarsman. He rowed in the Eton eight and in the University eight against Oxford in the four years 1863-66, being president of the C.U.B.C. in the latter year. He won the C.U.B.C. pairs with Bishop Selwyn in 1863 and again with W. R. Griffiths in 1864, in which year he also won the Goblets at Henley. The next year he was a member of the Third Trinity crew which won the Stewards' Cup. Mr. Kinglake took an honours degree in mathematics, and was called to the Bar by the Inner Temple in 1868. He was Recorder of Penzance from 1883 till 1899, when he was appointed to the Recordership of Bournemouth. He married, in 1871, the only daughter of Mr. Andrew Cuthell, of Eastbourne.

Mr. Alan E. G. Hulton.

Lieutenant Alan Edward Grey Hulton, A.S.C., who died on 6th June, aged twenty-nine, from the result of a wound received in Flanders on 25th April, was educated at Clifton and New College, Oxford, at both of which he held scholarships. He took a First Class in Classical Moderations in 1906 and a First in Literæ Humaniores in 1908, and won the Gladstone Prize in 1905. In 1908 he was elected to a Fellowship at All Souls, and in 1909 was elected 39th Eldon Law Scholar. He was called to the Bar (Inner Temple) in 1911.

Mr. Frank M. Chance.

Second Lieutenant Frank Meryon Chance, whose death in France on 25th May, at the age of twenty-one, is now officially reported, was the only son of Mr. and Mrs. Fred H. Chance, of Remony, Streatham Park,

Advise her to buy an Annuity.

The leading Office is the Sun Life of Canada. The rates are better than quoted by any other first-class Company. Ordinary, Joint, Survivorship, Deferred, and Annuities with guaranteed return of purchase money. Still more favourable terms for impaired lives. Assets £13,000,000. Government supervision.

SUN LIFE OF CANADA

Write for full particulars:

J. F. JUNKIN (Manager), SUN LIFE OF CANADA, 217, Canada House, Norfolk Street, London, W.C.

S.W. He was educated at Hydneys House, Willingdon, and Tonbridge School, after which he spent some time in France and Germany. On his return he was articled to a partner of his father, Mr. Robert Coward, of the firm of Coward & Hawksley, Sons, & Chance, solicitors, of 30, Mincing-lane, E.C. He was much interested in the Boy Scout movement, and was an assistant scoutmaster at Streatham. On the outbreak of war he enlisted in the 21st County of London Regiment, obtaining his commission in December last in the 24th London Regiment (Queen's), and left with his regiment for the front in March last.

Mr. David Russell.

Captain David Russell, Post Office Rifles, T.F., who died of wounds on Whit Sunday, was the elder brother of Lawrence Russell, of the 2nd Duke of Wellington's Regiment, who was killed while leading his men in August last. The brothers were educated together at the Wick, Brighton, and Haileybury College, the elder going on to Hertford College, Oxford, of which he was an exhibitor, and the younger to Sandhurst. While at Oxford, David Russell rowed for his college and commanded the college section of the O.U.O.T.C. He read for honours and took a third in history in 1912, after which he was articled to Messrs. Taylor, Son, & Humbert, of Gray's Inn. Both the brothers were keen Rugby football players, the elder being captain of the O.U.R.F.C., and the younger of the regimental team which won the Army Cup in 1914. David Russell joined the Post Office Rifles in 1913, was gazetted captain from September last, and was machine-gun officer to his regiment.

Legal News.

Appointments and Honours.

The King has been pleased, by Letters Patent under the Great Seal of the United Kingdom of Great Britain and Ireland, bearing date the 14th instant, to confer the dignity of a Baron of the United Kingdom upon the Right Honourable Sir STANLEY OWEN BUCKMASTER, Lord Chancellor, and the heirs male of his body lawfully begotten, by the name, style and title of Baron Buckmaster of Cheddington, in the county of Buckingham.

The Right Honourable Sir EDMUND BARTON, G.C.M.G., Judge of the High Court of Australia, having been appointed a Member of His Majesty's Most Honourable Privy Council on 24th January, 1901, was, on 10th June, 1915, by His Majesty's command, sworn, and took his place at the Board accordingly.

The Right Hon. C. SCOTT DICKSON, K.C., has been appointed to be Lord Justice-Clerk, in succession to Lord Kingsburgh, resigned. Lord Kingsburgh's resignation will take effect on 30th June.

Mr. IGNATIUS O'BRIEN has been appointed to be Lord Chancellor of Ireland in the new Government. Mr. O'Brien held the same office in the late Government.

Mr. JONATHAN PIM, who was Attorney-General for Ireland in the late Government, has been appointed a judge of the High Court in Ireland, King's Bench Division.

Mr. JOHN GORDON has been appointed Attorney-General for Ireland.

Mr. JAMES O'CONNOR, who was Solicitor-General for Ireland in the late Government, has been appointed to the same office in the Coalition Government.

On Wednesday, the 9th instant, at Buckingham Palace, the King conferred the honour of Knighthood upon the Right Honourable FREDERICK EDWIN SMITH, K.C., His Majesty's Solicitor-General.

Mr. ALEXANDER MACMORRAN, K.C., has been appointed to be Recorder of Hastings, in place of the late Mr. J. F. Torr.

Changes in Partnerships.

Dissolution.

HERBERT BEHAN TAYLOR and WILFRED HUBERT AVERY STANBURY, solicitors (Taylor, Stanbury, & Co.), 18, Billiter-street, March 31. Such business will be carried on in the future by the said Herbert Behan Taylor only under the style or firm of "Taylor, Stanbury, & Co.," as hitherto. [Gazette, June 11.]

General.

Mr. Henry Anthony Huxtable, of Rednit, Dorchester, Dorset, solicitor, for some years Town Clerk of Weymouth, left estate of gross value £28,633.

The Lord Chancellor has appointed the Hon. A. E. A. Napier, barrister-at-law, to be his private secretary, and Ronald M. Mackenzie, Esq., to be his private secretary for ecclesiastical patronage.

Lieutenant Robert Patrick Haldane, 6th Black Watch (T.F.), died of wounds in France between 13th and 14th June, aged twenty-one. He was the eldest son of Sir William Haldane, Crown Agent for Scotland, of 55, Melville-street, Edinburgh, and nephew of Lord Haldane. Born in 1893, he was educated at Edinburgh Academy and Balliol College, Oxford, and received his commission on the outbreak of war, being promoted lieutenant last January. His brother, T. G. N. Haldane, is serving as a midshipman, and his cousin, Second Lieutenant J. B. S. Haldane, Black Watch, has been wounded.

Mr. Edward Brownlow Haygarth, aged sixty, of Castle-street, Cirencester, Gloucs., solicitor, son of the Rev. J. S. Haygarth, one of the first principals of the Royal Agricultural College, left estate of gross value £3,756.

Mr. Marmaduke Tennant, of Cae Hir, Pentylia, Aberavon, Glamorgan, solicitor, for over fifty years Town Clerk of Aberavon, and believed to be the oldest Town Clerk in the Kingdom, for some years Deputy Provincial Grand Master of Freemasons in Wales, left estate of gross value £15,606.

In the House of Commons, on Wednesday, Mr. E. Wason asked whether any reply had yet been received from the American Ambassador in Germany as to the treatment of the thirty-nine British officers interned in Germany, in view of the change in the treatment of German submarine officers interned in this country. Lord R. Cecil: Telegraphic information has just been received through the United States Ambassador to the effect that steps will be taken at once to return the thirty-nine British officers to their former places of internment, and a list of names and places will be sent as soon as the transfers take place. Mr. Kellaway asked whether the noble lord did not consider that the Government had created a most unfortunate precedent by allowing itself to be blackmailed by Germany. Lord R. Cecil: I do not consider that the Government has been blackmailed by Germany.

Mr. Reginald Heber Radcliffe, aged sixty, of Thornton, Lancashire, late of Victoria-street, and Waterloo Park, Liverpool, solicitor, a prominent evangelist, who built the "Sun" halls in the Liverpool district, and carried on evangelization work in those buildings, left estate, "as far as at present can be ascertained," of gross value £110,000.

A Reuter's message from Amsterdam, date 16th June, says:—From Maastricht the *Tyd* learns that the execution of eight Liège citizens for alleged espionage has produced a most painful impression on the population of Liège and the greatest anger. Some twenty other citizens are still in prison for similar reasons and great anxiety prevails concerning their fate. Some relief is now afforded by a telegram from the Kaiser, which is exhibited close to the published list of the executed persons, saying that in future even a death-sentence by Court-martial must have his sanction. It is generally believed that human lives will in future be in less jeopardy.

Lord Robert Cecil, in a written Parliamentary answer to Mr. Rawlinson, says:—His Majesty's Government are already taking the following steps to prevent the importation of cotton into Germany:—Its export from this country is prohibited to all foreign ports in Europe and on the Mediterranean and Black Sea other than those of France, Russia (except Baltic ports), Belgium, Spain, and Portugal. No exports are in fact allowed to Belgium. All cotton from overseas suspected of possessing an enemy destination is brought in, and where it is found that these suspicions are justified the ship is required to discharge the cotton, and it is restored to the owner on such terms as the Prize Court may consider just.

Messrs. Knight, Frank, & Rutley wrote to the *Times* (15th inst.) as follows:—A good deal of misconception appears to exist in respect of the sale of Stonehenge, and, on behalf of Sir Cosmo Antrobus, we write to explain that the property is under the protection of the Ancient Monuments Act, which ensures its preservation. Although Stonehenge is to be included in the sale of the Amesbury Abbey estate in September next, Sir Cosmo Antrobus, who is only tenant for life, proposes, if his powers permit him to do so, to impose conditions providing for the public having access thereto for all time. It is to be hoped, however, that Stonehenge may be bought either by the Government or by a learned society, and our instructions are that if any reasonable proposal be made for its acquisition with the intention of preserving the monument in the public interest, we are to facilitate a sale by private treaty before the auction.

In the House of Commons, on Wednesday, in reply to a question by Sir W. Byles as to the protection of our troops against asphyxiating gas, and as to whether any disabling gas, not cruel or inhuman in its effects, had been adopted by way of reprisal, Mr. Tennant said: I am afraid this is not a matter upon which I can give my hon. friend full information, as that would not be in the public interest. But I may assure him that effective measures for protection against these attacks have been and are being taken. The assistance of scientific men has not only been freely offered, but is also being fully utilised. Pressed to give an answer to the part of the question relating to reprisals, Mr. Tennant said he was unable to say whether efficiency would entail cruelty or not.

A petition, says the *Times*, was recently presented to the Committee of the Stock Exchange asking that the old custom of delivering stock to the ultimate purchaser should be reverted to, and the committee announced that it had made a ruling giving effect to this suggestion. The committee has decided that the settlement of cash bargains in securities deliverable by deed of transfer shall be carried out on the principles of the book of rules, and not on those of the temporary arrangements made in August last, whereby bargains were settled direct between those who made them. Under this ruling it is open to the ultimate seller of stock to deliver to the issuer of the ticket, subject to his rights under Rule 96, and entries in the books of each member through whose hands the ticket passes should be made at the ticket price, differences becoming payable on the day after the passing of the ticket. This means that instead of A, the first seller, passing stock to B, the first buyer, who subsequently sold to C, he transfers it direct to C, as in the days before the war. This development is interesting, as it represents the first movement in the return to pre-war practice on the Stock Exchange.

Captain Reinfréd Tatton Arundell, 2nd Rajputs (Indian Army), of Cheriton Fitzpaine, Crediton, Devon, formerly of the Leicestershire Regiment, who saw service in Tibet, and who was killed in action at Serapeum, Suez Canal, Egypt, on 3rd February last, aged thirty-eight years, left unsettled property of the gross value of £28,832, with net personalty £28,339. After making provision for certain specific bequests, the testator left the residue of his property to all of his nephews and nieces, directing that it should not be divided until 1st January, 1940, "thus allowing for late arrivals," the income being meanwhile used by his executors (his brother, the Rev. Wilbraham Harris Arundell, rector of Cheriton Fitzpaine, and the Rev. Ernest Bramwell, vicar of Burscombe, Somerset) for the education of their own children.

In the House of Commons, on Wednesday, in answer to Mr. Houston, Sir J. Simon said the total number of special constables enrolled in the metropolitan area was 32,617; but more than a fourth of that number were enrolled for the protection of their employers' works, and the others were largely employed on duties which arose out of the war and did not exist in time of peace. The help given by the special constables was invaluable, but the regular police force had been diminished by several thousands owing to enlistment and to the demands of the War Office and Admiralty, and the Commissioner of Police was satisfied that its further depletion could not with safety be permitted.

The public are cautioned to be sure of obtaining the genuine "Oxford" Sectional Bookcase, as exhibited at "Ideal Homes" and other exhibitions, particulars of which may be obtained free from the sole inventors and manufacturers, William Baker & Co., Oxford. Avoid imitations, which, although similar in name and general appearance, are quite differently constructed, of inferior finish, and more expensive. The "Oxford" is only genuine when connected with the name of WILLIAM BAKER & Co.—(Advt.)

HERRING, SON & DAW (estab. 1773), surveyors and valuers to several of the leading banks and insurance companies, beg to announce that they are making a speciality of valuations of every class of property under the Finance (1909-10) Act, 1910. Valuation offices: 98, Cheapside, E.C., and 312, Brixton-hill, S.W. Telephone: City 377; Streatham 130.—(Advt.)

Court Papers. Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | EMERGENCY ROTA. | APPEAL COURT No. 1. | Mr. Justice JOYCE. | Mr. Justice NEVILLE. |
|-----------------|------------------|----------------------|----------------------|----------------------|
| Monday, June 21 | Mr. Church | Mr. Borrer | Mr. Leach | Mr. Synges |
| Tuesday | Farmer | Leach | Goldschmidt | Borrer |
| Wednesday .. | Synges | Goldschmidt | Church | Jolly |
| Thursday | Jolly | Farmer | Gresham | Bloxam |
| Friday | Bloxam | Church | Jolly | Goldschmidt |
| Saturday | Gresham | Synges | Borrer | Farmer |
| Date. | Mr. Justice EYK. | Mr. Justice SARGANT. | Mr. Justice ASHBURY. | Mr. Justice YOUNGER. |
| Monday, June 21 | Mr. Gresham | Mr. Jolly | Mr. Farmer | Mr. Goldschmidt |
| Tuesday | Church | Mr. Gresham | Synges | Bloxam |
| Wednesday .. | Leach | Borrer | Synges | Goldschmidt |
| Thursday | Borrer | Synges | Farmer | Church |
| Friday | Synges | Farmer | Leach | Gresham |
| Saturday | Jolly | Bloxam | Church | Leach |

The Property Mart.

Forthcoming Auction Sales.

June 30.—Messrs. DOUGLAS YOUNG & Co., at the Mart at 2: Leasehold Properties (see advertisement, back page this week).
July 6.—Messrs. DANIEL SMITH, OAKLEY & GARRARD, at the Mart: Freehold Sport- ing Estate (see advertisement, page 551, June 12, 1915).

Result of Sale.

Messrs. H. E. FOSTER & CRANFIELD held their fortnightly sale at the Mart on Thursday last, when the following lots were sold at the prices named:—

| | | | |
|------------------------------------|---------|------|--------|
| FULLY PAID POLICY for £10,000 | | Sold | £9,500 |
| POLICIES OF ASSURANCES— | | | |
| For £3,500.. | | .. | £1,255 |
| For £1,000 .. | | .. | £200 |
| ABSOLUTE REVERSION to about £3,103 | | .. | £1,005 |

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, JUNE 8.

EDA STEAMSHIP CO., LTD.—Creditors are required, on or before July 17, to send their names and addresses, and the particulars of their debts or claims, to Frederick John Asbury, Finsbury Pavement House, Liquidator.

E. T. CLATHRE & SONS, LTD.—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to Arnold Watson, 111, Corn Exchange Bldgs, Manchester, Liquidator.

H. P. SAUNDERS & CO., LTD.—Creditors are required, on or before July 19, to send their names and addresses, and the particulars of their debts or claims, to Frank Geoghegan, 21, Bucklersbury, Liquidator.

NEEDHAM & LUGGISH, LTD.—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to E. Harry Palmer, 6, St. Peter's Church walk, Nottingham, Liquidator.

RHONDA VALLEY RESERVOIR CONSTRUCTION CO., LTD.—Creditors are required, on or before July 19, to send their names and addresses, and the particulars of their debts or claims, to John Paxton Clarkson, 16, Devonshire sq, Liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, JUNE 8.

Brogan and Horseman, Ltd.
Anglo-Saxon Construction Co., Ltd.
American Register, Ltd.
Dunbar, Ltd.
G. F. I. Syndicate, Ltd.
Outward Paper & Board Co.
George H. Baker (Barwell) Ltd.

Eda Steamship Co. Ltd.
American Plateless Teeth Institute, Ltd.
Joseph Briggs & Co. Ltd.
Aston Tube Works, Ltd.
Acmor, Ltd.
Dinard Improvement Co. Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JUNE 4.

ANGEL, EMILY MYRA SPENCER, Connaught sq, Hyde pk July 17 Bolton & Co Temple gdns

ASCROFT, ALFRED EDWARD, Blackpool July 15 Ascroft & Co, Blackpool

BARNET, BARNETT, Kentish Town rd, Talbar July 1 Evans & Co, Theobald's rd

BARTLE, LYDIA ANN, Denho'me, nr Bradford June 30 Crabtree, Bradford

BEANLAND, JOHN ALBERT, Bradford, Pawnbroker July 1 Mackrell, Bradford

BERNFIELD, SAMUEL, Manchester, Merchant July 17 Addleshaw & Co Manchester

BERNSTEIN, Dr MEYER JOSEPH, Manchester July 3 Orrell, Manchester

BIRBY, JOHN PATRICK, Selborne, Hants July 1 Les & Pemberton, Lincoln's inn

BLUETT, Lieut Commander BERTIE WILLIAM, RN, late HMS Monmouth Aug 3 Watts & Co, Newton Abbot

BORTON, HENRY, Wansstead, Essex June 5 Tatham & Co, Queen Victoria st

BOTTOMLEY, MARGARET ALICE, Manchester July 10 Jukes, Preston

BOWDEN, FLORENCE MARIAN, Hove, Sussex July 16 Cheesman, Brighton

BRETT, CHARLES EDWARD, Knightsbridge mans, Brompton rd July 15 Hawle & Co Bedford row

BROOM, ANNE, Cheltenham July 15 Earengy & Preen, Cheltenham

BROWE, ALICIA, Hirkhead July 5 Reinhardt, Hirkhead

CARBE, EDWARD, Waterloo, Lancs July 3 Hill & Co, Liverpool

COCKRELL, MARY THERESA, Mandeville pi July 11 Ford & Co, South sq, Gray's inn

COX, JOHN, Worthing July 31 Langhams, Bartlett's bldgs, Holborn cir

COX, MART ANNE, Worthing July 31 Langhams, Bartlett's bldgs, Holborn cir

CRAYEN, WILLIAM, Leeds, Engineer July 5 Lumb, Leeds

DEWLEY, ELLEN, Walsall July 21 Evans & Son, Walsall

DICKERS, JANE CHARLOTTE, Clevedon, Somerset June 30 Bolton & Co, Temple gdns

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED;

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

LICENSES INSURANCE.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 750 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.
Suitable Clauses for Insertion in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

POOLING INSURANCE.

The Corporation also insures risks in connection with FIRE, CONSEQUENTIAL LOSS, BURGLARY, WORKMEN'S COMPENSATION, FIDELITY GUARANTEE, THIRD PARTY, &c., under a perfected Profit-sharing system.

APPLY FOR PROSPECTUS.



EVANS, DAVID, Cardiff, Boot Dealer July 1 David & Co, Cardiff
 FINCH, ALAN GEORGE, Bexley, Kent July 16 Tatham & Procter, Lincoln's inn fields
 FLETCHER, ROBERT, Pendleton, Lancs, Master Mariner July 16 Addleshaw & Co, Manchester
 FRANK, CHARLOTTE, Pinhoe, Exeter July 7 Collins, Norfolk at
 GASE, ELIZABETH, Skirbeck, Boston, Lin. June 30 Millington & Co, Boston
 GIBBS, MARTHA SPENCER, Nottingham July 10 Mott, Nottingham
 GULLY, JOHN WILLIAM, Yarmouth July 12 Russell & Co, Norfolk at, Strand
 HIGSON, DANIEL, Blundellands, nr Liverpool, Director of a Brewery Company Aug 31 Pennington, Liverpool
 HILLIER, WILLIAM HENRY, Bournemouth July 31 Broomfield & Wilson, Blandford
 HILTON, ALBERT, Ashton under Lyne, Sargeon July 17 Heath & Sons, Manchester
 HODGKINSON, JOSEPH, Blackburn, Licensed Victualler July 3 Marsden & Marsden, Blackburn
 HOLBURN, FREDERIC, Gloucester sq, Wine Merchant July 16 Taylor, Lincoln's inn fields
 HOWELL, WILLIAM, Shrewsbury, Glouc June 19 Whittington & David, Neath
 JACKSON, CHRISTOPHER, Aldbrough, Yorks June 29 Park & Son, Hull
 KEEN, ARTHUR, Birmingham July 31 Piment & Co, Birmingham
 KENT, SOPHIA, Little Wilmham, Cambridge July 1 Eaden & Co, Cambridge
 LINGGARD, SARAH, Ventnor, Isle of Wight July 12 Buckell & Drew, Ventnor
 MARWOOD, SAMUEL, Kingston upon Hull July 15 Gale & Easton, Hull
 MASON, ROBERT GEORGE, Gravesend, Solicitor's Managing Clerk June 27 Snow & Co, Great St. Thomas Apostle
 MASHINGHAM, KATE ELLER, Liskeard July 2 Leggatt & Leggatt, Great James st
 MERRID, JOHN FREDERICK, Derby rd, Hereford July 13 Laundry & Co, Bedford rd
 MORRIS, ROBERT, Coombeinteighland, Devon, Carpenter June 30 Jordan & Son, Teignmouth
 OVERTON, CHARLES HENRY, Holland rd, Kensington July 5 Mowly, Threadneedle st
 RADAN, WILLIAM FREDERICK, South Gosstone, Surrey July 7 Wordsworth, Gratham House
 ROWLANDS, JOSEPH, Newcastle upon Tyne, Fruit Merchant July 1 Kent, Newcastle upon Tyne
 RUSTON, FREDERICK WILLIAM, Walton on Thames, Printer June 30 Hudson, Queen Victoria st
 SARGENT, JOSEPH, Sheffield July 17 Kesteven, Sheffield
 SEWELL, SIDNEY DAVID, Swanage July 2 Slade & Son, Swanage
 SHAW, BERTHA, Ashford, Middlesex July 7 Cootes & Ball, Staines
 STEPHENS, ALEXANDER, Belsize pk, Hampstead June 30 Watkins & Co, Parkville at
 STONE, GEORGE, and SARAH STONE, Dover July 2 Mowll & Mowll, Dover
 TAYLOR, CHARLES HENRY, Birmingham, Grocer July 1 Burton & Clark, Birmingham
 WALSH, CUTHBERT, ALFRED ANGELUS, Ingatestone, Essex July 7 Slaughter & Colegrave, Arundel st
 WEBB, ARTHUR WILLIAM, Cambridge July 5 Barrett & Son, Leadenhall st
 WHEATON, ARTHUR BARBARA, Copenhagen st, Islington June 14 Phillips, South st, Finsbury
 WHITE, MARY, Aylesbury July 5 Wilkins & Son, Aylesbury
 YOXALL, WILLIAM, Kinderton, Chester, Farmer July 17 Bygott & Son, Middleswich
 London Gazette.—TUESDAY, June 8.
 AGRED, EMMA ELIZA, Beverley July 3 Williamson, Hull
 AIRD, WILLIAM DOVER HILL, nr Folkestone, Licensed Victualler July 10 Bradley & Hulme, Folkestone

Bankruptcy Notices.

London Gazette.—TUESDAY, June 8.

FIRST MEETINGS.

ALDRIN, MARGARET EMMA, Bedford June 15 at 3 Messrs Halliley & Morrison's Office, Mill st, Bedford
 AMATT, JOHN HARLEY, Loughborough, Auctioneer June 16 at 2 Off Rec, 1, Berridge st, Leicester
 BARKER, WILLIAM, Woodbridge, Suffolk, Amusement Caterer June 17 at 10 Off Rec, 36, Princes st, Ipswich
 BECKETT, JOHN THOMAS, Cheetham, Manchester, Managing Director June 16 at 2.30 Off Rec, Byron st, Manchester
 BERNFORD, HENRY ARTHUR, Blackpool, Lodging House Keeper June 16 at 11 Off Rec, 13, Winkley st, Preston
 BILKE, LILLY ALI K, Gorseston June 16 at 12.30 Off Rec, 8, King st, Norwich
 BRADDON, FRED, Plymouth, Butcher June 16 at 3.15 7, Buckland st, Plymouth
 CARPENTER, EMMA, Bristol June 16 at 11.30 Off Rec, 26, Baldwin st, Bristol
 DAYIN, FREDERICK, Bellinby, nr Leyburn, Yorks, Cattle Dealer June 15 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
 DRAPKIE, ALFRED, Manchester, Tobaccoist June 16 at 3 Off Rec, Byron st, Manchester
 EMERY, BENJAMIN, Reading, Carpenter June 16 at 12 14, Bedford row
 FURCE, HERMAN, Gloucester ter, Raywater, Ship and Oil Broker June 15 at 1 Bankruptcy bldgs, Carey at
 GRACE, ALFRED, Cricklade av, Streatham, Builders June 15 at 12 Bankruptcy bldgs, Carey at
 HAWTHORNE BROS, Stratford, Essex, Provision Dealers June 15 at 11 Bankruptcy bldgs, Carey at
 JONES, JOHN HENRY, Hild, Essex June 16 at 11.30 14, Bedford row
 MAYES, GEORGE GLADSTONE, Cambridge, Grocer June 15 at 12 Off Rec, 5, Petty Cur, Cambridge
 PARKES, THOMAS HARRY, Brierley Hill, Staffs, Tobaccoist June 15 at 12 Off Rec, 1, Priory st, Dudley
 PERKINS, THOMAS PHILLIP, New Bliton, Rugby, Commercial Clerk June 16 at 12 Off Rec, 8, High st, Coventry
 PICKERING, EDGAR, Thorne, nr Doncaster June 16 at 3 Off Rec, Pittree ln, Sheffield
 SHELBOURNE, FREDERICK WILLIAM, Margate, Stationer June 16 at 10.45 Off Rec, 6A, Castle st, Canterbury
 WATTS, ELIZABETH SOPHIA, Loughborough June 15 at 3 Off Rec, 1, Berridge st, Leicester

ADJUDICATIONS.

ALDRIN, MARGARET EMMA, Bedford Bedford Pet June 8 Ord June 3

AMATT, JOHN HARLEY, Loughborough, Auctioneer Leicester Pet June 4 Ord June 4
 BARKER, WILLIAM, Woodbridge, Suffolk, Amusement Caterer Ipswich Pet June 3 Ord June 3
 BERNFORD, HENRY ARTHUR, Blackpool, Lodging house Keeper Blackpool Pet June 7 Ord June 7
 BRAHAM, ALEXANDER JOHN, Birmingham, Jeweller Birmingham Pet May 21 Ord June 4
 CHISHOLM, FRANK WILFRED, Thornaby on Tees, Yorks Draughtsman Stockton on Tees Pet June 4 Ord June 4
 CLEGG, WILLIAM HENRY, Nelson, Lancs, Picture Framer Burnley Pet June 4 Ord June 4
 GILBERT, PHILIP HOLLAND, Orlando rd, Clapham Wandsworth Pet May 19 Ord June 4
 HARRISON, WILLIAM, Scarborough, Hairdresser Scarborough Pet June 4 Ord June 4
 KELCELL, JOHN HYDE, 8, Cockport, Cheshire, Confectioner Stockport Pet June 4 Ord June 4
 LACEY, THOMAS RICHARD, Battersea rise, Battersea, Garage Proprietor Wandsworth Pet June 1 Ord June 4
 PERKINS, THOMAS PHILLIP, New Bliton, Rugby, Commercial Clerk Coventry Pet June 3 Ord June 3
 PODGER, JAMES, Bromley, Kent, Builder Croydon Pet May 15 Ord June 3
 PURVIS, MILLY HENRIETTA, Woods de Park rd, Finchley, Barnet Pet April 10 Ord June 3
 QUINN, PATRICK, Derby, Labourer Derby Pet June 4 Ord June 4
 RICHARDS, GEORGE HENRY, Chester, Tailor and Draper Chester Pet April 30 Ord June 3
 SCOTT, GERALD ANDREW, St Albans, Herts, Provision Dealer St Albans Pet April 26 Ord June 2
 SHELBOURNE, FREDERICK WILLIAM, Margate, Stationer Canterbury Pet June 5 Ord June 5
 STEVENS, WILLIAM, Brighton Brighton Pet April 1 Ord June 4
 THOMAS, JOHN, Croydon, Glam, Coal Miner Neath Pet June 5 Ord June 5
 TOLMAN, FREDERICK JAMES, Eastbourne, Auctioneer Eastbourne Pet May 18 Ord June 4
 TUTT, GEORGE BETHCHEN, and BERTHAM GEORGE HOWARD TUTT, Berkhamsrd, Herts Builders Aylesbury Pet May 6 Ord June 4
 WADLEY, HORACE, Deal, Kent, Baker Chelmsford Pet May 25 Ord June 3
 WATTS, WILLIAM ALBERT, Loughborough, Hosiery Manufacturer Leicester Pet May 1 Ord June 3
 WINDEN, JOHN CHARLES, Avenue rd, Highgate, Exporter High Court Pet April 16 Ord June 3
 WOODS, ALFRED EDWARD, Balham High rd, Upper Tooting House Furnisher Wandsworth Pet May 11 Ord June 3

London Gazette.—FRIDAY, June 11.

RECEIVING ORDERS.

BARKER, WILLIAM HENRY, Westcliff on Sea, Essex Chelmsford Pet May 8 Ord June 9

ANDREWS, AMELIA, Darby July 10 Russell, Derby
 BRADLEY, SAMUEL, Cheetham, Manchester June 30 Wood & Lord, Manchester
 BROCKBANK, JOHN THOMAS, Disbury, Lancs July 3 Ormrod & Allen, Manchester
 BROWN, SUSANNAH MARIA, Devonshire st, Portland pl July 17 Wall, & Co 41 Jewry
 BURKE-WARDE, HENRY EDWARD, Portsmouth July 3 Hollings, Portsmouth
 CATTLE, GEORGE, Whitley, Yorks, Farmer July 5 Kirby & Co, Harrogate
 COOK, JOSEPH WILLIAM, Kirtan in Lindsay, Lincoln, Farmer Aug 1 Howlett & Son, Kirtan in Lindsey
 COOK, MARTHA ELLEN, Plaistow, Essex July 10 Hillcary, Fenchurch bldg
 COOK, WILLIAM, Plaistow, Essex, Registrar of Births and Deaths July 10 Hillcary, Fenchurch bldg
 DEAN, ELIEA, Handsworth, Birmingham July 31 Tansfield & Co, Birmingham
 DIGNY, HON EVERARD CHARLES, Mansfield st, Cavendish sq July 10 Radcliffe & Hood, Craven st, Charing Cross
 DERLACHEN, ADELAIDE, Eastbourne July 29 W H & A 2 Herbert, Cork at
 ELLIOTT, HARRIET CLARA, Taunton July 3 Poole & Kite, Taunton
 FOREST, SIR JOHN, Tourleigh rd, Wandsworth Common June 30 Aird & Co, Bedford row
 GIBBS, MARY ANN SOPHIA, Worstead, Norfolk July 3 Goodchild, Norwich
 GORDON, LAWRENCE CHRISTIAN, San Francisco, USA June 5 Emanuel & Simmonds, Finsbury sq
 GOGGIN, WILLIAM, Weston super Mare July 1 Smith & Son, Weston super Mare
 HAMILTON, JOHN LUDOWICK CLAUDE, Blackpool July 22 O'Connell & Forth, Bristol
 HANDE, ARTHUR CHARLES, Birmingham, Metal Merchant July 31 King & Mills, Birmingham
 HIGGS, EDITH MARIANNE, Bristol July 24 Meade-King & Co, Bristol
 HOBSON, JOHN, Ecclesfield, Yorks July 15 Bingley & Dyson, Sheffield
 HURDIS, HENRY, Knighton on Teme, nr Tenbury, Wheelwright July 11 Davis & Ashley, Tenbury
 JEFFERIES, ARTHUR HENRY, Manchester, Merchant July 5 Heywood & Co, Manchester
 KEANE, HARRIETTE, Broadhurst gdns, South Hampstead July 12 Stilman & Neale, Southampton st, Bloomsbury
 LANE, THOMAS, Bidston, Chester, Farmer July 10 Hindley, Liverpool
 LANE, JOSEPH JAMES, Finchley, Engineer July 8 Alzar, Martin's la
 MARKHAM, GEORGE, Crowle, Lincoln July 6 Candall, Crowle
 MASON, ROWLAND, Edgbaston, Birmingham July 14 Perry & Co, Birmingham
 NOTT, ANN, Bishop's Tawton, Devon July 21 Bazeley & Co, Bideford
 PEARCE, CHARLES PHILIP WILLIAM, Llandaff, Glam, Provision Merchant July 3 Robertson, Bute Docks, Cardiff
 PHILLIPS, THOMAS SHAW, Bath, JP July 17 Gash & Co, Finsbury cir
 PORTER, HENRIETTA CHARLOTTE, Bath July 8 Greenwell & Co, Berrers st
 SCHOFIELD, MICHAEL, Bowling, Bradford June 21 Radcliffe & Greenwood, Bradford
 SIMMONS, JOSEPH, Leicester, Newspaper Printer July 2 Owsen & Co, Leicester
 STANHOPE, THOMAS, Gravesend July 5 Mitchell & Macartney, Gravesend
 TETLOW, THOMAS, Southport July 15 Fletcher & Fletcher, Southport
 TROTTER, the Hon DAME EVA, Sloane st July 10 Radcliffe & Hood, Craven st, Charing Cross
 WALTON, WILLIAM, Blackburn July 1 Kennison, Blackburn
 WHITTINGHAM, ELIEA, Hillmorton, Warwick July 5 Seabrooke & Son, Rugby
 WILBY, FREDERICK WILLIAM, North Finchley July 3 Adams, Victoria st
 WILKES, JOHN WILLIAM, Lebury, Hereford June 30 Holman & Co, Redditch
 WOODHOSE, ALFRED CHARLES, Blandford Forum, Dorset July 1 Peacock & Goddard, South sq

BASKIN, SAMUEL, Hightown, Manchester Journeyman Cabinet Maker Manchester Pet June 8 Ord June 8
 BOOTH, LADY TERESA HOLMES, Roland gdns, Kensington, Widow High Court Pet May 7 Ord June 8
 BRANDON, THOMAS COOKE, Sandgate, Kent Canterbury Pet June 8 Ord June 8
 BREAR, JOHN, Slidem nr Keighley, Farmer Bradford Pet June 9 Ord June 9
 BRETTILL, AMOS, and ALBERT BRETTILL, Newport, Mon Butchers Newport, Mon Pet June 8 Ord June 8
 BROWN, WALTER, Leicester Stonemason Leicester Pet June 7 Ord June 7
 COLEMAN, WILLIAM HENRY, Blackwood, Mon, Baker Tredegar Pet June 5 Ord June 5
 DAVIES, ALFRED CHARLES, Paternoster sq High Court Pet May 6 Ord June 8
 DAVIS, LEAH, Wentworth at High Court Pet June 8 Ord June 8
 DEUTCH, BENJAMIN, Elgin av, Maida Vale High Court Pet May 11 Ord June 8
 FIELDER, JOHN GEORGE, Byer st, Clithiers High Court Pet June 3 Ord June 3
 FORDHAM, SAMUEL FRANK, Midway grove, Midway Park, Harness Maker High Court Pet June 7 Ord June 7
 GREATRIX, THOMAS, Nottingham, Painter Nottingham Pet June 8 Ord June 8
 GRIFFITHS, WILLIAM EDWARD, Caversham, Mon, Turf Commission Agent Newport, Mon Pet May 15 Ord June 9
 HARRIS, JOSEPH, Childbert rd, Balham High Court Pet June 8 Ord June 8
 JAMES, BENJAMIN, Llanelli, Coal Merchant Carmarthen Pet June 8 Ord June 8
 JAMES, HENRY, Llanelli, Tin-plate Worker Carmarthen Pet June 8 Ord June 8
 JEFFERSON, EDWARD, Pateley Bridge, Yorks, Farmer Northallerton Pet June 5 Ord June 5
 MALLEY, FREDERICK WILLIAM, Kensington, Suffolk Builder Great Yarmouth Pet June 8 Ord June 8
 MCRAE, JEANETTE ISABEL GRAHAM, Westbourne ter High Court Pet June 7 Ord June 7
 MEASURES, WILLIAM EDWARD, Tallington, Lincoln, Farmer Peterborough Pet June 9 Ord June 9
 MILNE, ELIEA, Chorlton cum Hardy, Lancs Salford Pet June 8 Ord June 8
 MOSE, H. Harrington villa, Green lns Edmonston Pet May 4 Ord June 7
 PATEY, CHARLES, Regent st High Court Pet May 12 Ord June 8
 SMITH, HENRY GEORGE GILBERT, Shirland rd, Maida Vale, Builder High Court Pet April 25 Ord June 7
 TAYLOR, SIDNEY G, Wells rd, Regent's Park High Court Pet May 16 Ord June 7
 VAN VLYKEN, NATHAN, Bethune rd, Stoke Newington, Repairing Tailor High Court Pet May 17 Ord June 7
 WATTS, HENRY, Southampton, Bootmaker Southampton Pet June 7 Ord June 7

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